



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 18, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mark Schrade, City Sanctuary Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Approving FY 23-24 Final Millage Rate.
2. Resolution Approving FY 23-24 Final Budget.

CONSENT AGENDA

1. Approval of Minutes.

It is recommended that the City Commission approve the minutes.

2. Resolution Approving FY 2022-2023 Budget Amendment.

Presentation of a budget amendment for FY 2022/2023.

3. Consideration re Award of Bid to Kerin Solutions, LLC for City Pest Control Services.

Award of Bid to Kerin Solutions, LLC for City Pest Control Services.

4. Consideration re Approval for Sale & Consumption of Alcoholic Beverages on City Property for the DeLand Abbey Bar.

DeLand Abbey Bar is requesting Commission approval for the consumption and sale of alcoholic beverages on East Indiana Avenue (from Woodland Boulevard to Alabama Avenue).

5. Consideration re Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal

6. Consideration re DeLand Police Athletic League FY 2023-2024 Agreement Renewal and MOU.

It is recommended that the City Commission approve the DeLand Police Athletic League Funding and Operations Agreement Renewal and the MOU Regarding the Employment of a DPAL Director and Annual Grant.

7. Consideration re Renewal of Contract for Long Term Disability (LTD) Insurance for Participants in the Defined Contribution (DC) Retirement Plan.

It is recommended the City Commission approve the renewal of a contract for FY 2023-2025 with Lincoln Financial Group to provide long-term disability coverage and authorize the Mayor to sign this contract.

8. Consideration re Memorandum of Understanding (MOU) to Modify the Fire Department Collective Bargaining Agreement for FY 2023-2024.

Staff recommends approval of the MOU with the IAFF Local 4347.

9. Consideration re Renewal Contract for Fire Department Critical Care Cancer Insurance Policy.

Staff recommends the City Commission approves the contract with CHUBB and authorize the City Manager to sign it.

10. Consideration re Award of Bid, Greenway Trail North Extension.

Staff recommends that the City Commission award Greenway Trail North Extension project to GPS Civil Construction, Inc. in the amount of \$2,425,979.50.

11. Consideration re Award of Bid - Annual Cooperative Bid for Water & Wastewater Chemicals.

Staff recommends that the City Commission award purchase order contracts to the various low bidders in a total estimated annual amount of \$160,000.00, based on attached bid tab.

12. Consideration re Approval of Promissory Note relating to the DeLand Municipal Airport Fund and the City's General Fund.

Staff recommends the City Commission approve the Promissory Note relating to the DeLand Municipal Airport Fund and the City's General Fund.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-17, Amending Chapter 33, Land Development Regulations to Modify the Conditional Use Requirements for Tattoo Parlors (First Reading 08-21-23).

Approval of revised conditional use requirements for Tattoo and Body Piercing Establishments within the City.

NEW BUSINESS

1. Resolution Approving the State Revolving Fund (SRF) Loan.

Staff recommends the City Commission approve the Resolution authorizing the SRF loan application, authorizing the SRF loan agreement, establishing pledged revenues and designated authorized representatives.

2. Consideration re Construction Contract for Wiley M. Nash Water Reclamation Facility Upgrade.

Staff recommends that the City Commission approve the construction contract with Wharton Smith, Inc. for the Wiley M. Nash Water Reclamation Facility Upgrade, subject to approval of the final contract documents and attachments by the City Attorney and assurances by FDEP and the SJRWMD that anticipated grants, SRF Loan financing has been programmed by the respective agency.

3. Consideration re Task Order Assignment, Wiley M. Nash WRF Expansion and Upgrade CEI and EOR Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide CEI and EOR services for the Wiley M. Nash WRF Expansion and Upgrade project subject to the approval of the CMAR contract.

4. Resolution Approving the Removal of Three Historic Trees, Located at the Wiley M. Nash WRF Expansion Project at 1101 South Amelia Avenue.

The City has requested approval of the removal of three historic trees located within the impact area of the proposed Wiley M. Nash WRF Expansion and Upgrades project located at 1101 S. Amelia Ave.

5. Resolution Approving Loan Agreement of Debt to Webster Bank, N.A.

Staff recommends the City Commission award the \$4,995,000 tax-exempt debt issuance to Webster Bank, N.A. and authorize staff and the Mayor to complete and execute documents necessary to close on the note.

6. Consideration re Rental Increases for DeLand Municipal Mobile Home Park.

Approval of \$25 per month lot rental increase for the DeLand Municipal Mobile Home Park, effective January 1, 2024.

7. Resolution Amending Resolution No. 2023-53, Revising Fee and Charge Schedule re Solid Waste and Recycle Collection Services.

Approve amendment to Resolution No. 2023-53, correcting the figures for the CPI adjustment related to solid waste and recycle collection services.

8. Resolution Approving Cresswind, Phase 1 Final Plat, Located at East State Road 44.

The applicant, Strickland Smith – Heidt Design, is seeking approval to subdivide a 92.14 acre parcel into 155 single family residential lots, stormwater, open space tracts, tree protection areas, conservation, lift stations and right of way as Phase 1 of the overall development which totals 318.4 acres.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving FY 23-24 Final Millage Rate.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

This is the date set by the City Commission for the final public hearing on the final FY 2023-2024 millage rate. The Resolution adopting the final millage rate must be adopted before the Resolution adopting the final budget, a requirement on TRIM. The tentative operating millage rate of 6.4841 is the rate advertised for adoption. The final operating millage rate is 7.62% above the rolled-back operating millage rate of 6.0252. A summary of the rolled-back and adopted operating millage rates for the last 10 fiscal years are shown below:

<u>Fiscal Year</u>	<u>Rolled-Back Rate</u>	<u>Adopted Millage Rate</u>
2023-2024	6.0252	6.4841
2022-2023	6.1520	6.5841
2021-2022	6.5200	6.7841
2020-2021	6.4576	6.7841
2019-2020	6.5199	6.7841
2018-2019	6.4557	6.8841
2017-2018	6.5421	6.8231
2016-2017	6.7189	6.9231
2015-2016	6.8208	6.9995
2014-2015	6.9299	7.0954

There is no debt service millage rate since the general obligation bonds were paid off during FY 2018-2019. A summary of the adopted debt service millage rates for the last 10 years are shown below:

<u>Fiscal Year</u>	<u>Adopted Millage Rate</u>	<u>Fiscal Year</u>	<u>Adopted Millage Rate</u>
2023-2024	0.0000	2018-2019	0.2353
2022-2023	0.0000	2017-2018	0.2544
2021-2022	0.0000	2016-2017	0.2348
2020-2021	0.0000	2015-2016	0.2540
2019-2020	0.0000	2014-2015	0.3046

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final operating millage rate provides necessary funding for the operation of the City for the next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution setting the final operating millage rate of 6.4841 for the fiscal year 2023-2024. The final operating millage rate of 6.4841 is 7.62% above the rolled-back millage rate of 6.0252.

BACKGROUND/DISCUSSION:

Changes in the proposed budget due to the City Commission's direction provided through the budget workshops in July or made because of more accurate information received subsequent to the budget workshops were presented at the September 6, 2023 City Commission meeting.

A comparison of millage rates is provided below:

	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>Net Change</u>
Final Operating Millage	6.5841	6.4841	-0.1000
Should any adjustment increasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:			

- If the taxable value increase is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publicly advertised and approved millage rate, and apply any additional revenues to the City's future operating capital reserve.
- If the taxable value increase is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate downward in order to collect property taxes equal to the publicly advertised and approved budget requirements.

Should any adjustment decreasing taxable value be made by the Property Appraiser at final certification of the tax roll, staff recommends the following:

- If the taxable value decrease is less than 1%, the City Commission authorizes the City Manager to maintain the millage rate at the publicly advertised and approved millage rate, and reduce expenditures as necessary to reflect the decrease in revenue.
- If the taxable value decrease is more than 1%, the City Commission authorizes the City Manager to adjust the millage rate upward in order to collect property taxes equal to the publicly advertised and approved budget requirements.

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR FISCAL YEAR 2023-24; REPEALING RESOLUTION 2023-60 WHICH ADOPTED A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2023-24; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a final operating millage rate of 6.4841 mills which is 7.62% more than the rolled-back rate of 6.0252 mills, and

WHEREAS, the gross taxable value for operating purpose not exempt from taxation within Volusia County has been certified by the County Property Appraiser to the City of DeLand as \$2,911,061,933, and

WHEREAS, each taxpayer within the corporate limits of DeLand has been or will be sent notice by first class mail by the Property Appraiser of the public hearing setting the tentative budget and proposed millage rate; and

WHEREAS, a final public hearing was held at 7:00 p.m. at the City Hall Commission Chambers on September 18, 2023; and

WHEREAS, it is necessary for the City to approve and adopt its final millage rate for the fiscal year 2023-24;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DeLAND:

Section 1. Resolution 2023-60 adopted September 6, 2023 following a public hearing which set a tentative millage rate, is hereby repealed in its entirety.

Section 2. The City Commission of the City of DeLand hereby adopts a 6.4841 final operating millage rate.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 18th day of September 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 18, 2023, after a public hearing, by the following roll call vote:

Commissioner Paiva	_____
Commissioner Davis	_____
Commissioner Reid	_____
Commissioner Reed	_____
Mayor Cloudman	_____

Dated this 18th day of September 2023.

Julie A. Hennessy
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving FY 23-24 Final Budget.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, Attachment A FY 23-24, 5-Year Capital Improvement Plan (CIP)

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

This is the date set by the City Commission for the final public hearing on the proposed FY 2023-2024 budget. The Resolution adopting the final millage rate must be adopted before the Resolution adopting the final budget, a requirement of TRIM.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The final budget is in balance and establishes the programs and services the City will provide in the next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution establishing the final budget for the fiscal year 2023-2024.

BACKGROUND/DISCUSSION:

Changes in the proposed budget due to the City Commission's direction provided through the budget workshops in July or made because of more accurate information received subsequent to the budget workshops were presented at the September 6, 2023 City Commission meeting.

The General Fund is balanced at \$44,992,298 compared to \$41,031,866 for last year, an increase of \$515,991 or 9.65%.

The budget for all funds, including the Spring Hill CRA and the Downtown CRA budgets, was advertised at \$103,977,731 compared to last year's advertised \$153,295,660, a decrease of \$49,317,929 or -32.17%.

The General Fund's budgeted operating contingency account is \$350,000.

Listed below are the FY 23-24 proposed budgets for the various funds compared to the FY 22-23 amended

budgets as of September 1, 2023:

	<u>Amended FY 22-23</u>	<u>Proposed FY 23-24</u>
General Fund	\$51,919,682	\$44,992,298
Confiscated Trust Fund	3,000	3,000
Homeless Shelter Fund	649,308	659,766
Spring Hill Community Redevelopment Trust Fund	769,640	820,064
Governmental Impact Fees Trust Fund	1,933,818	1,396,132
Community Redevelopment Trust Fund	1,920,779	719,157
Grants and Special Revenue Fund	13,165,254	410,028
Debt Service Fund	2,428,347	2,291,162
Capital Projects Fund	11,018,020	2,799,833
Water and Sewer Revenue Fund	118,897,056	29,092,462
Water Trust Fund	7,652,444	2,670,850
Wastewater Trust Fund	5,066,853	1,800,000
Airport Fund	10,227,584	3,054,902
Refuse Collection Fund	4,153,088	5,160,000
Stormwater Fund	3,664,882	2,728,031
Permits and Inspections Fund	3,765,022	3,803,705
Health Insurance Cost Containment Fund	569,305	715,605
Workers' Compensation Self- Insurance Fund	852,741	860,736
	\$238,656,823	\$103,977,731

On June 17, 2011, the State legislature amended s. 166.241, F.S. adding the following language:

At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1).

Attachment "A" to the Resolution adopting the final budget provides the information necessary to satisfy this requirement.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2023-24; REPEALING RESOLUTION 2023-61 WHICH ADOPTED A TENTATIVE BUDGET FOR FISCAL YEAR 2023-24; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the City of DeLand and the sources of revenue available to the City to meet such needs, are ready to adopt a final budget; and

WHEREAS, a public hearing to finalize the final budget was held on September 18, 2023; and

WHEREAS, it is necessary for the City to approve and adopt its budget for the fiscal year 2023-24; and

WHEREAS, the City Manager recommends approval of the budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND:

Section 1. Resolution 2023-61 adopted September 6, 2023 which set a tentative budget, is hereby repealed in its entirety.

Section 2. The following budgets are hereby adopted: General Fund at \$44,992,298, Confiscated Trust Fund at \$3,000, Homelessness Fund at \$659,766, Governmental Impact Fees Trust Fund at \$1,396,132, Grants and Special Revenue Fund at \$410,028, Debt Service Fund at \$2,291,162, Capital Fund at \$2,799,833, Water and Sewer Revenue Fund at \$29,092,462, Water Trust Fund at \$2,670,850, Wastewater Trust Fund at \$1,800,000, Airport Fund at \$3,054,902, Refuse Collection Fund at \$5,160,000, Stormwater Fund at \$2,728,031, Permits and Inspections Fund at \$3,803,705, Health Insurance Cost Containment Fund at \$715,605, and Workers Compensation Self-Insurance Fund \$860,736 for fiscal year 2023-24 as detailed on Attachment 'A', in accordance with Section 166.241, Florida Statutes as amended, and the Capital Improvement Program for fiscal years 2023-2024 through 2027-2028, as submitted, are hereby approved.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 18th day of September 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CERTIFICATE OF VOTING

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Commission of the City of DeLand on September 18, 2023, after a public hearing, by the following roll call vote:

Commissioner Paiva	_____
Commissioner Davis	_____
Commissioner Reid	_____
Commissioner Reed	_____
Mayor Cloudman	_____

Dated this 18th day of September 2023.

Julie A. Hennessy
City Clerk - Auditor

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
311.000	Ad Valorem Taxes	17,640,976	-	-	560,491	-	-	18,201,467
312.410	First Local Option Gas Tax	400,587	-	-	-	-	-	400,587
312.430	Second Local Option Gas Tax	-	300,004	-	-	-	-	300,004
312.510	Fire Insurance Premium Tax (Firefighters' Pension)	200,423	-	-	-	-	-	200,423
312.520	Casualty Insurance Premium Tax (Police Officers' Retirement)	265,900	-	-	-	-	-	265,900
314.100	Utility Service Tax - Electricity	4,191,569	-	-	-	-	-	4,191,569
314.300	Utility Service Tax - Water	980,456	-	-	-	-	-	980,456
314.400	Utility Service Tax - Gas	193,389	-	-	-	-	-	193,389
314.800	Utility Service Tax - Propane	49,250	-	-	-	-	-	49,250
315.100	State Communications Service Tax (Chapter 202)	1,036,394	-	-	-	-	-	1,036,394
316.000	Local Business Tax (Chapter 205)	258,000	-	-	-	-	-	258,000
322.000	Building Permits	-	-	-	-	1,813,854	-	1,813,854
322.900	Permits - Other	-	-	-	-	5,000	-	5,000
323.100	Franchise Fee - Electricity	3,613,685	-	-	-	-	-	3,613,685
323.400	Franchise Fee - Gas	135,000	-	-	-	-	-	135,000
323.700	Franchise Fee - Solid Waste	521,620	-	-	-	-	-	521,620
324.110	Impact Fees - Residential - Public Safety	-	280,041	-	-	-	-	280,041
324.120	Impact Fees - Commercial - Public Safety	-	15,000	-	-	-	-	15,000
324.210	Impact Fees - Residential - Physical Environment	-	-	-	-	3,400,000	-	3,400,000
324.610	Impact Fees - Residential - Culture/Recreation	-	890,091	-	-	-	-	890,091
324.910	Impact Fees - Residential - Other	-	211,000	-	-	-	-	211,000
325.200	Special Assessments - Charges for Public Services	18,820	-	-	-	-	-	18,820
329.500	Other Permits, Fees & Special Assessments	31,600	-	-	-	5,000	-	36,600
331.200	Federal Grant - Public Safety	65,000	-	-	-	-	-	65,000
331.500	Federal Grant - Economic Environment	-	85,024	-	-	55,000	-	140,024
335.125	State Revenue Sharing - Proceeds	1,873,277	-	-	-	-	-	1,873,277
335.140	State Revenue Sharing - Mobile Home Licenses	22,500	-	-	-	-	-	22,500
335.150	State Revenue Sharing - Alcoholic Beverage Licenses	29,000	-	-	-	-	-	29,000
335.180	State Revenue Sharing - Local Government Half-Cent Sales Tax	2,748,818	-	-	-	-	-	2,748,818
335.210	State Revenue Sharing - Firefighter Supplemental Comp	14,040	-	-	-	-	-	14,040
335.230	State Revenue Sharing - Emergency Management Assistance	-	-	-	-	-	-	-
335.450	State Revenue Sharing - Fuel Tax Refunds and Credits	30,000	-	-	-	-	-	30,000
337.700	Local Government Unit Grant - Culture/Recreation	-	-	-	-	-	-	-
338.000	Shared Revenue From Other Local Units	36,000	-	-	-	-	-	36,000
339.000	Payments From Other Local Units In Lieu Of Taxes	84,325	-	-	-	-	-	84,325
341.200	Internal Service Fund Fees and Charges	-	-	-	-	-	1,576,341	1,576,341
341.300	Administrative Service Fees	10,500	-	-	-	205,000	-	215,500
342.100	Service Charge - Law Enforcement Services	161,397	-	-	-	-	-	161,397
342.200	Service Charge - Fire Protection	15,500	-	-	-	-	-	15,500
342.500	Service Charge - Protective Inspection Fees	25,000	-	-	-	35,000	-	60,000
342.900	Service Charge - Other Public Safety Charges and Fees	10,000	-	-	-	-	-	10,000

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
343.300	Service Charge - Water Utility	-	-	-	-	14,135,830	-	14,135,830
343.400	Service Charge - Garbage/Solid Waste	-	-	-	-	5,160,000	-	5,160,000
343.500	Service Charge - Sewer/Wastewater Utility	-	-	-	-	13,349,638	-	13,349,638
343.600	Service Charge - Water/Sewer Combination Utility	-	-	-	-	36,641	-	36,641
343.700	Service Charge - Conservation and Resource Management	-	25,000	-	-	-	-	25,000
343.900	Service Charge - Other Physical Environment Charges	1,500	-	-	-	2,555,000	-	2,556,500
347.200	Service Charge - Parks and Recreation	103,500	-	-	-	-	-	103,500
347.400	Service Charge - Special Events	150,000	-	-	-	-	-	150,000
347.500	Service Charge - Special Recreation Facilities	314,000	-	-	-	-	-	314,000
349.000	Other Charges for Services	290,000	-	-	-	413,853	-	703,853
351.900	Judgment and Fines - Other	75,000	-	-	-	-	-	75,000
356.000	State Fines & Forfeits	-	3,000	-	-	-	-	3,000
359.000	Other Judgments, Fines and Forfeits	35,000	-	-	-	-	-	35,000
361.100	Interest	400,000	-	-	-	700,000	-	1,100,000
362.000	Rents and Royalties	190,000	-	-	-	1,872,902	-	2,062,902
364.000	Disposition of Fixed Assets	5,000	-	-	-	-	-	5,000
366.000	Contributions and donations from Private Sources	19,500	109,766	-	-	-	-	129,266
369.900	Other Miscellaneous Revenues	454,714	-	-	-	135,000	-	589,714
380.000	Other Sources	2,442,550	-	-	-	3,176,232	-	5,618,782
381.000	Inter-Fund Group Transfers In	3,524,832	550,000	2,291,162	2,239,342	-	-	8,605,336
382.000	Contributions from Enterprise Operations	2,323,676	-	-	-	116,000	-	2,439,676
384.000	Debt Proceeds	-	-	-	-	-	-	-
388.100	Sale of General Capital Assets	-	-	-	-	3,000	-	3,000
389.200	Proprietary - Federal Grants and Donations	-	-	-	-	540,000	-	540,000
389.300	Proprietary - State Grants and Donations	-	-	-	-	597,000	-	597,000
Total FY 2023-2024 Revenues		44,992,298	2,468,926	2,291,162	2,799,833	48,309,950	1,576,341	102,438,510

ATTACHMENT 'A'

Account Code	Expenditure Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
511	Legislative	155,948	-	-	-	-	-	155,948
512	Executive	831,931	-	-	-	-	-	831,931
513	Financial and Administrative	4,295,553	-	-	310,580	-	1,480,136	6,086,269
514	Legal counsel	541,965	-	-	-	-	-	541,965
515	Comprehensive Planning	1,031,566	-	-	-	-	-	1,031,566
517	Debt Service Payments	-	-	2,291,162	-	-	-	2,291,162
519	Other General Governmental Services	3,128,139	-	-	61,794	-	-	3,189,933
521	Law Enforcement	12,553,751	86,287	-	604,318	-	-	13,244,356
522	Fire Control	9,246,565	-	-	655,315	-	-	9,901,880
524	Protective Inspections	114,289	-	-	-	2,989,691	-	3,103,980
533	Water Utility Services	-	-	-	-	10,569,530	-	10,569,530
534	Garbage/Solid Waste Control Services	-	-	-	-	5,060,000	-	5,060,000
535	Sewer/Wastewater Services	-	-	-	-	12,201,205	-	12,201,205
536	Water-Sewer Combination Services	-	-	-	-	4,840,945	-	4,840,945
538	Flood Control/Stormwater Management	-	-	-	-	2,391,807	-	2,391,807
539	Other Physical Environment	1,738,421	25,000	-	271,248	2,249,576	-	4,284,245
541	Road and Street Facilities	2,400,391	373,028	-	101,032	-	-	2,874,451
542	Airports	-	-	-	-	2,449,119	-	2,449,119
549	Other Transportation Systems/Services	18,626	-	-	-	-	-	18,626
552	Industry Development	414,327	-	-	-	-	-	414,327
569	Other Human Services	-	659,766	-	-	-	-	659,766
572	Parks and Recreation	4,199,781	12,000	-	795,546	-	-	5,007,327
573	Cultural Services	13,993	-	-	-	-	-	13,993
574	Special Events	201,300	-	-	-	-	-	201,300
575	Special Recreation Facilities	159,296	-	-	-	-	-	159,296
579	Other Culture/Recreation	41,021	-	-	-	-	-	41,021
581	Inter-Fund Group Transfers Out	3,905,435	1,312,845	-	-	5,558,077	96,205	10,872,562
Total FY 2023-2024 Expenditures		44,992,298	2,468,926	2,291,162	2,799,833	48,309,950	1,576,341	102,438,510

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - GIFT FUND							
Div.	DOWNTOWN CRA FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
1226	New Police Car for new Officer	75,287					75,287
	TOTAL GIFT FUND	75,287	0	0	0	0	75,287

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - DOWNTOWN CRA FUND							
Div.	DOWNTOWN CRA FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
	NONE						
	TOTAL DOWNTOWN CRA FUND	0	0	0	0	0	0

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - GRANTS & SPECIAL REVENUE FUND							
Div.	GRANTS AND SPECIAL REVENUE FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
1302	ROW ADA Sidewalk Improvements	73,024					73,024
1410	Replace Old Scoreboard and add 2nd Scoreboard	12,000					12,000
	TOTAL GRANTS & SPECIAL REVENUE FUND	85,024	0	0	0	0	85,024

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
0106	Replace Christmas Tree - City Hall	6,500	6,500				13,000
0110	Upgrade In Car Cameras	6,825					6,825
0110	Leads Online/Cell Hawk	9,260					9,260
0110	Lefta Product Suite	9,650					9,650
0110	Fujitsu 7700 Scanner	12,000					12,000
0110	Network Monitoring and Performance	19,000					19,000
0110	Audio/Visual to Chisholm Center	21,000					21,000
0110	Remote Access Software	24,000					24,000
0110	VXRail GPU Update	26,380					26,380
0110	Update Network Disk space (Upgrade current VMWare host to match	36,000					36,000
0110	Internet to Spec Martin, FS82 and Airport	36,000					36,000
0110	Update Network Disk space (Replacement of Unity 450 and 300)	157,200					157,200
1222	EMS - Special Event Golf Cart - ALS Ready	25,000					25,000
1222	ALS Zoll Monitor	47,315	50,000				97,315
1222	Staff/Command Vehicle	83,000		35,000		45,000	163,000
1222	Fire Station 83 Addition	500,000					500,000
1226	Falcon License Plate Reader Cameras	19,400					19,400
1226	Drones	31,175					31,175
1226	CID Chevy Malibu or comprable sedan	37,943					37,943
1226	Chevy Tahoe for Patrol (1 of 5)	77,720					77,720
1226	Chevy Tahoe for Patrol (2 of 5)	77,720					77,720
1226	Chevy Tahoe for Patrol (3 of 5)	77,720					77,720
1226	Chevy Tahoe for Patrol (4 of 5)	77,720					77,720
1226	Chevy Tahoe for Patrol (5 of 5)	77,720					77,720
1226	Axon In-Car Camera (Years 1-5 of 10)	101,465	101,465	101,465	101,465	101,465	507,325
1302	202 Ford F150 Super Cab (replacement)	50,516					50,516
1302	2023 Ford F150 Super Cab	50,516					50,516
1303	Freightliner Business Class M2 106 (Grapple Boom self-loader)	254,625					254,625
1304	New Shed for Downtown Events	16,623					16,623
1306	New Pneumatic Tire Lift (replacing Scissor Lift)	55,294					55,294
1401	Modernize Elevator at Bill Dreggors Park Admin Building	81,218					81,218
1403	Replace Ice Machine at Spec Martin	5,940					5,940
1403	Replace 2013 Zero Turn Mower - 150-MOW-002	11,723					11,723
1403	Replacement Roof Coating at Boy Scout Hut	12,825					12,825
1403	Replace HVAC system - Lemon Room - Bill Dreggors Park	13,550					13,550
1403	Sand Pro to maintain clay areas of ball fields	35,490					35,490
1403	Replace Wackpacker/Roller - 143-WR-001	35,980					35,980
1403	Replace 2004 Ford Truck 1430025	43,094					43,094
1403	Replace 2006 Ford Truck 1430028	47,819					47,819
1403	Replace Maintenance Box Truck 1430054	58,118					58,118
1406	Replace exterior fence at DeLand House	25,889					25,889
1407	Replace Sanborn Projectors	14,000					14,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
1407	Floor Scrubber - Sanborn Center	14,900					14,900
1408	Install Mini Split A/C Unit - Ticket Booth - Spec Martin Stadium	8,871					8,871
1408	Foundation Improvements at Spec Martin	150,000					150,000
1410	Replace HVAC system - Chisholm Center Gym	139,546					139,546
1412	Modernize Elevator at Melching Field	75,583					75,583
0106	Replace the carpet with carpet squares - City Hall		150,000				150,000
0110	Large Display for Tactical Conference Room		12,000				12,000
0110	City WIFI 2019 (29 access points)		35,000				35,000
0110	Engineering Large Format Printer 2019		35,000				35,000
0110	Upgrade SANS		195,500				195,500
1226	Replace exterior pavers		9,000				9,000
1226	Sallyport flooring		20,000				20,000
1226	Replace HVAC chiller valves		29,649				29,649
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1226	Replace Police vehicle		85,492				85,492
1302	#132-INM-523 2018 60" Kubota		17,000				17,000
1302	132-TRA-002(#112 -2008 -Kubota tractor-L3400D)		25,000				25,000
1302	#124 - 2009 STERLING Acterra -4 wheel drive		105,000				105,000
1303	#133-MOW-28- ZTURN (NURSERY)		15,000				15,000
1303	#142A - Tree Foreman (K Dennis) 2013 F150 - (10,629)		35,000				35,000
1403	Replace 2006 Toro Scooter #72; 143-HAU-005		14,000				14,000
1403	Replace 2006 Toro Scooter #74; 150-HAU-001		14,000				14,000
1403	Replace 2007 Toro Electric Scooter 143-HAU-002 (was #75), 143-5184		14,000				14,000
1403	Replace Verticutter Serial #817; 143-VC-001		14,000				14,000
1403	Replace 2011 Toro Gas Scooter #76, 143-5339		14,000				14,000
1403	Replace 2019 Kubota 60" Mower 143-MOWC		15,000				15,000
1403	Replace 2019 Kubota 54" Zero Turn Mower, 143-MOWS		15,000				15,000
1403	Replace 2019 Kubota 54" Zero Turn Mower, 143-MOWR		15,000				15,000
1403	Replace 2019 Kubota 60" Zero Turn Mower 143-MOWQ		15,000				15,000
1403	Replace Rota Dairon		15,000				15,000
1403	Replace 1993 Ford Tractor, 143-TRA-004 (was #10)		30,000				30,000
1403	Replace 2012 Ford F-150 Crew Cab Pickup #40A, 143-5422		45,000				45,000
1403	Replace 2003 Ford Van #44, 143-4938		50,000				50,000
1403	Replace 2015 Nissan Titan Truck #23, 143-5564		50,000				50,000
1403	Replace 2007 Toro Reelmaster Mower, 143-MOW-004		65,000				65,000
1403	Replace 2011 Toro Reel Mower #13, 143-5338		75,000				75,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
1403	Replace Flooring at Freedom Playground		200,000				200,000
1403	Develop Lake Moore Property		500,000				500,000
1403	Pickleball/Tennis Court Renovations		1,500,000				1,500,000
1407	Paint Sanborn Center Interior		20,000				20,000
1407	Replace Chairs at Wayne Sanborn Center		45,000				45,000
1407	Paint Sanborn Center Exterior		50,000				50,000
1407	Replace All or Part of Kitchen Equipment at Wayne Sanborn Center		175,000				175,000
1408	Paint Spec Martin Stadium Exterior		75,000				75,000
1408	Replace Sound System at Spec Martiin Stadium		150,000				150,000
1408	Replace Video Board at Spec Martin Stadium		800,000				800,000
1411	Develop Vacant Field Space at Sperling Sports Complex		300,000				300,000
1412	Replace 2006 Toro Top Dresser 143-CTOP1		26800				26,800
0110	Replace Document Imaging Scanner			15,000			15,000
0110	Upgrade MS SQL server Operating System			50,000			50,000
0110	Upgrade MS Office			150,000			150,000
0110	Virtual Desktop Server- VX rail			250,000			250,000
0110	Network Printers			306,000			306,000
1222	Reserve Ladder Refurbishment			250,000			250,000
1226	RECON simulator screen			29,095			29,095
1226	Bronze decorative statue			48,300			48,300
1226	Replace Police vehicle			50,178			50,178
1226	Replace Police vehicle			50,178			50,178
1226	Replace Police vehicle			94,041			94,041
1226	Replace Police vehicle			94,041			94,041
1226	Replace Police vehicle			94,041			94,041
1226	Replace Police vehicle			94,041			94,041
1226	Replace Police vehicle			94,041			94,041
1226	Replace Police vehicle			94,041			94,041
1302	#132-inm-524 (2017 54" Kubota)			15,000			15,000
1302	#133A - F150- 2014 -			30,000			30,000
1302	#138 - Double drum roller			30,000			30,000
1302	120A - 2016 Chevy Van inmates			38,000			38,000
1302	Construction of New Sidewalks			100,000			100,000
1303	#144A - Aerial Lift Truck, replaces 1998 F800, 133-4167-Large one			200,000			200,000
1304	#186 - 2015 Electic Scrubber - Tomcat			35,000			35,000
1304	#180A - F350 - flat bed- 2014			35,000			35,000
1304	#182B - F150 - Tony Collier Tk - 2014			35,000			35,000
1401	Replace All Office Desks, Chairs and Accessories at Stone Street Offices			50,000			50,000
1403	Replace 2012 Toro Workman Scooter #65, 143-5470 143-HAU-003			15,000			15,000
1403	Replace 2004 John Deere Tractor #15,			40,000			40,000
1403	Replace 2009 Ford 250 Truck 1430021			50,600			50,600
1403	Renovate Little League Operations Tower			75,000			75,000

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND

Div.	CAPITAL FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
1403	Sperling Sports Complex Baseball Field Renovations			100,000			100,000
1403	Renovate Operations Tower at Sperling Sports Complex			350,000			350,000
1403	Replace Field Lighting at Sperling Sports Complex Adult Baseball Field			400,000			400,000
1403	Construction of Recreation Center Complex			20,000,000			20,000,000
0110	Upgrade Email Archiver 2018				10,000		10,000
0110	Upgrade Firewall				50,000		50,000
1222	Fire Engine Refurbishment				250,000		250,000
1222	Fire Station Additions				3,000,000	3,000,000	6,000,000
1226	Replace Police vehicle				57,705		57,705
1226	Replace Police vehicle				57,705		57,705
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1226	Replace Police vehicle				103,445		103,445
1302	132PTSSTRIP - 2016 - Linelazer paint stripper				35,000		35,000
1303	#159 - 2013 Ford F150				35,000		35,000
1304	#187 - 2007 sidewalk scrubber-red				25,000		25,000
1403	Replace 2005 John Deere Tractor #143--TRA-003				30,000		30,000
1403	Renovate Boy Scout Hut				35,000		35,000
1403	Replace 2013 Chevrolet Captiva #57, 143-5483				37,000		37,000
1403	Replace 2018 Nissan Pathfinder #38C, 143-5737				45,000		45,000
1403	Replace 2020 Jacobsen Reel Mower TR330, 143-MOW-64				75,000		75,000
1403	Renovate Softball Fields #1, #2, & #3 At Sperling Sports Complex				200,000		200,000
1403	Replace/renovate Candlelight Oaks Playground & Basketball Court				250,000		250,000
1403	Renovate Three Little League Fields at Chipper Jones Complex				1,000,000		1,000,000
1408	Seat Replacement at Spec Martin Stadium Suites				150,000		150,000
0110	Sign Shop Printer					75,500	75,500
1226	Replace Police vehicle					66,361	66,361
1226	Replace Police vehicle					66,361	66,361
1226	Replace Police vehicle					66,361	66,361
1226	Replace carpet at Police Station					90,000	90,000
1226	Replace Police vehicle					113,790	113,790
1226	Replace Police vehicle					113,790	113,790
1226	Replace Police vehicle					113,790	113,790
1226	Replace Police vehicle					113,790	113,790
1226	Replace Police vehicle					113,790	113,790
1226	Replace Police vehicle					113,790	113,790
1226	Replace Police vehicle					113,790	113,790

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - CAPITAL FUND							
Div.	CAPITAL FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
1226	K-9 training field					350,000	350,000
1304	Powerwasher- (2023)					25,000	25,000
1304	#188 (1340188-2015)-Mini Sweeper-replace					150,000	150,000
1403	Replace Tre Thomas Park Playground					500,000	500,000
1408	Replace Field Lights at Spec Martin Stadium					500,000	500,000
1412	Replace Herbicide/Pesticide Sprayer 143-SPRY-003					50,000	50,000
	TOTAL CAPITAL FUND	2,799,833	5,826,850	23,498,062	6,271,435	5,882,578	44,278,758

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4203	WTP #3 Well Pump Fencing Replacement	11,200					11,200
4203	WTP #9 GST Fencing Replacement	18,572					18,572
4203	WTP #1 Well #5 Pump House Fencing Replacement	22,884					22,884
4203	WTP #1,2, & 3 PLC Upgrades	38,400					38,400
4203	Water Plant Security Camera Replacement	39,374					39,374
4203	WTP 4 Well #6 Replacement	81,000					81,000
4203	F250 Pick Up Truck / Utility Bed	85,000					85,000
4203	WTP #2 Transfer Pump Replacements	265,860					265,860
4203	WTP #2 High Service Pump Replacement	276,120					276,120
4204	4204 Hydraulic 6 Inch Pump & Trailer	67,172					67,172
4204	Vehicle Replacement #61	85,000					85,000
4204	Vehicle Replacement #97	85,000					85,000
4204	Downtown Water Main Phase I Construction	586,560		500,000		500,000	1,586,560
4205	Lab/Conference Room A/C Unit	7,500					7,500
4205	Gator Maintenance Vehicle	12,365					12,365
4205	Reclaim Pump House AC Unit Replacement	12,960					12,960
4205	DO Sensor	28,520					28,520
4205	Alum Chemical Pump Replacement	48,360					48,360
4205	4205 Sludge Press #1 Onsite Rehab	237,444					237,444
4206	Tandem Axle HD Equipment Trailer	8,100					8,100
4206	Commercial Riding Lawn Mower	10,085					10,085
4206	Hydraulic Hose Replacement	11,786					11,786
4206	Trimble GPS Device	20,344					20,344
4206	Vivax Metrotech Locators - 2 or 3 units	23,572					23,572
4206	Ground Penetrating Radar Unit - 2 Units	42,118					42,118
4206	New Transit Connect Locator Van	47,500					47,500
4206	Standby Generator for Lift Station #34 - South Hill Ave	55,000					55,000
4206	LS #12 Replacement and Panel Box	81,790					81,790
4206	LS #20 Replacement and Panel Box	83,432					83,432
4206	LS #80 Replacement and Panel Box	83,974					83,974
4206	LS #79 Stand By Generator and Transfer Switch	85,452					85,452
4206	LS #1 Replacement & Panel Box	94,872					94,872
4206	LS #79 Rehabilitation Project	2,350,000					2,350,000
4208	New Enclosed Storage Building	17,711					17,711
4208	Facility Shop A/C Unit Replacement (2)	18,063					18,063
4208	Electric Scissor Lift Replacement	25,342					25,342
4208	Vehicle Replacement #110 Ford Escape	34,505					34,505
4208	Vehicle Replacement #108 Ford Ranger	70,916					70,916
4209	Letter Opener	10,000					10,000
4210	Root Cutters	16,440					16,440
4210	Collection Camera System	16,625					16,625
4210	Hoist System	18,283					18,283

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4210	Vehicle Replacement #282	85,000					85,000
4210	Manhole Rehabilitation	85,000	85,000	85,000	85,000	85,000	425,000
4210	Sewer Line Rehabilitation	200,000	200,000	200,000	200,000	200,000	1,000,000
4206	Vehicle, replace 2015 Ford Transit 206-284		47,500				47,500
4206	Vehicle, replace 2014 F250 4x4 206-277		50,700				50,700
4206	LS #80 Generator and Transfer Switch		60,060				60,060
4203	WP#9 Aerator replacement		61,400				61,400
4204	Replace vehicle, 2014 Ford F350, 204-278		61,800				61,800
4203	WP#10 VFD Conversion on Pumps		71,100				71,100
4206	LS #86 Replacement and Panel Box		77,000				77,000
4206	LS #85 Replacement and Panel Box		79,240				79,240
4206	LS #82 Replacement and Panel Box		79,940				79,940
4206	LS #84 Replacement and Panel Box		82,180				82,180
4204	Replace vehicle, 2011 Ford F250, 204-5364; 204-89		85,000				85,000
4206	Replace vehicle, 2014 Ford F250, 206-280		85,000				85,000
4206	L/S#78 replacement & panel box		88,360				88,360
4204	Downtown Water Improvements Design Phase 2		100,000				100,000
4204	Replace vehicle, 2003 Cat Excavator/Loader, 204-4984; 204-63		140,000				140,000
4204	2026 Water Main Improvements Design		366,600				366,600
4210	Lonleaf Plantation LP-1 Collection System Design		419,000				419,000
4205	Blue Lake Reclaim Loop		753,900				753,900
4205	Reclaim Water Expansion Constuction Phase #6		948,000				948,000
4203	WP#12 Northeast Well Field Design		1,000,000				1,000,000
4210	Spring Hill Phase #4 Sewer Constuction		2,000,000		9,420,800		11,420,800
4210	Downtown Lift Station & FM Construction		2,590,700				2,590,700
4210	East Regional Force Main Sewer Part B Construction		10,035,200				10,035,200
4203	WP #10 Construction		10,240,000				10,240,000
4210	Vehicle Replacement #286			42,900			42,900
4206	Replace Vehicle, 2013 F150, #274, 206-5480			61,600			61,600
4208	#105A- (2017 T350 Cargo Van)			65,000			65,000
4206	LS #53 Stanby Generator and Transfer Switch			66,000			66,000
4206	Vehicle Replacement #283			67,500			67,500
4206	LS #84 Generator and Transfer Switch			75,040			75,040
4206	LS #87 Replacement and Panel Box			79,520			79,520
4206	LS #83 Replacement and Panel Box			81,200			81,200
4206	LS #28 Replacement and Panel Box			84,980			84,980
4206	Vehicle Replacement #297			85,000			85,000
4204	Replace vehicle, 2016 Ford F250, 204-288			87,000			87,000
4204	Replace vehicle, 2016 Ford F250, 204-289			87,000			87,000
4206	LS #90 Replacement and Panel Box			91,560			91,560
4206	LS #26 Replacement and Panel Box			99,120			99,120
4205	Reclaim Water Expansion Design Phase #8			259,800			259,800

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND

Div.	WATER & SEWER FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4204	2027 Water Main Improvements Design			375,100			375,100
4203	Deep Creek/Leffler Test Well Project			523,800	5,358,200	5,486,800	11,368,800
4210	Country Club Estates Sewer Retrofit Design			535,800			535,800
4204	Downtown Water Improvements Construct Phase 2			600,000			600,000
4203	Central City Well OC-2			628,500			628,500
4205	Reclaim Water Expension Construction Phase #7			717,300			717,300
4204	Hazen Road/Greens Dairy WM			1,070,000			1,070,000
4205	Minnesota Ave Reclaim Loop			1,287,900			1,287,900
4204	WP#10 DSI Project (B)			1,427,800			1,427,800
4210	Lonleaf Plantation LP-1 Collection System Construct			2,737,800			2,737,800
4203	WP#12 Northeast Well Field Construction			4,120,000			4,120,000
4206	Vehicle Replacement #300				65,000		65,000
4206	LS #55 Generator and Transfer Switch				76,860		76,860
4204	Replacement Vehicle, 2017 Ford F250, 204-295				89,000		89,000
4206	LS #29 Replacement and Panel Box				89,320		89,320
4206	LS #68 Replacement and Panel Box				89,320		89,320
4206	LS #33 Replacement and Panel Box				91,420		91,420
4206	LS #53 Replacement and Panel Box				91,420		91,420
4204	Downtown Water Improvements Design Phase 3				100,000		100,000
4206	LS #56 Replacement and Panel Box				104,660		104,660
4208	#111 2016 F550 Altec Telescopic Aerial Device				150,000		150,000
4208	208-LIFT-002 - 2015 big genie lift				150,000		150,000
4205	Reclaim Water Expansion Design Phase #9				321,500		321,500
4204	EVWS DSI Project - C				1,126,700		1,126,700
4204	Hazen Road/Mercer Fernery				1,137,400		1,137,400
4205	LA-1 Land application site				1,342,600		1,342,600
4204	WP#10 DSI Project (C)				1,631,300		1,631,300
4210	Country Club Estates Sewer Retrofit				3,403,600		3,403,600
4203	WP#12 Plant Improvements (Storage Tank & Pump House)				3,647,000		3,647,000
4203	WP#12 Reynolds Road Transmission Main				3,647,000		3,647,000
4208	#105A-2017 Ford Transit Utility Cargo Van T-350					45,000	45,000
4203	Replace vehicle, 2019 Ford F150, 4203-5813; 4203-213					60,000	60,000
4206	LS #19 Generator and Transfer Switch					81,760	81,760
4204	Replacement Vehicle, 2020 Ford F250, 204-299					91,000	91,000
4206	LS #19 Replacement and Panel Box					97,160	97,160
4206	LS #41 Replacement and Panel Box					97,160	97,160
4206	LS #91 Replacement and Panel Box					97,160	97,160
4206	Vehicle Replacement #205					100,000	100,000
4206	LS #54 Replacement and Panel Box					103,880	103,880
4206	LS #88 Replacement and Panel Box					144,900	144,900
4205	Reclaim Water Expansion Design Phase #10					312,700	312,700
4204	2029 Water Main Improvements Design					449,500	449,500

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER & SEWER FUND							
Div.	WATER & SEWER FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4203	Farnton Water Supply Project					548,700	548,700
4204	Downtown Water Improvements Construct Phase 3					600,000	600,000
4204	WP#10 DSI Project (D)					797,800	797,800
4204	EVWS DSI Project (A) 16" WM					1,316,300	1,316,300
4204	Daytona Park Estates Ph#1					2,977,321	2,977,321
	TOTAL WATER & SEWER FUND	5,605,201	29,807,680	16,142,220	32,418,100	14,192,141	98,165,342

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WATER TRUST FUND							
Div.	WATER & WASTEWATER TRUST FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4204	2025 Water Main Improvements Design	350,000					350,000
4204	2024 Water Main Improvements Construction	2,320,850					2,320,850
4204	2025 Water Main Improvements Construction		2,300,000				2,300,000
4204	2026 Water Main Improvements Construction			2,000,000			2,000,000
4204	2028 Water Main Improvements Design				438,900		438,900
4204	2027 Water Main Improvements Construction				2,000,000		2,000,000
4204	2028 Water Main Improvements Construction					2,000,000	2,000,000
	TOTAL WATER TRUST FUND	2,670,850	2,300,000	2,000,000	2,438,900	2,000,000	11,409,750

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - WASTEWATER TRUST FUND							
Div.	WATER & WASTEWATER TRUST FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4205	Reclaim Water Expansion Construction Phase #8				733,800		733,800
4205	Reclaim Water Expansion Construction Phase #9					1,316,800	1,316,800
4205	Reclaim Water Expension Design Phase #7		243,800				243,800
	TOTAL WASTEWATER TRUST FUND	0	243,800	0	733,800	1,316,800	2,294,400

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - AIRPORT FUND							
Div.	AIRPORT FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4300	Design rehabilitation of runway 5/23	350,000					350,000
4300	Update Master Plan and ALP	600,000					600,000
4300	T-Hangars Gutters	125,000					125,000
4300	Design south central apron rehab	120,000					120,000
4300	New Schulte Batwing	47,396					47,396
4300	Design Electrical Upgrades for T-Hangars A, B, & C	15,800					15,800
4300	Design Taxiway E Lighting	100,000					100,000
4300	Maintenance Shop Paving		131,300				131,300
4300	Design Taxiway B and C Rehab		300,000				300,000
4300	Wildlife Fencing		1,390,000				1,390,000
4300	Construct rehabilitate runway 5-23		3,190,000				3,190,000
4300	Construct rehabilitate taxiway "B"			2,250,000			2,250,000
4300	Construct rehabilitate taxiway "C"			2,250,000			2,250,000
4300	Construct Fuel Farm				1,417,935		1,417,935
4300	Design Taxiway Connector to Runway 5				280,000		280,000
4300	Design replacement hangar					310,000	310,000
4300	Wetland Mitigation					1,000,000	1,000,000
	TOTAL AIRPORT FUND	1,358,196	5,011,300	4,500,000	1,697,935	1,310,000	13,877,431

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - STORMWATER FUND							
Div.	STORMWATER FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4500	Replacement of Painters Pond Generator	101,925					101,925
4500	Forest head 60" HF Mulcher	32,589					32,589
4500	New Manual Intake Gate for Earl Brown Stormwater Pump Station	54,063					54,063
4500	Pemberton Aquatic Bucket	8,714					8,714
4500	Envirosight Verisight Pro + Push Camera, 200'	14,713					14,713
4500	Replace 450-INT-534 with new 16' Trailer	9,150					9,150
4500	Miscellaneous citywide pipe lining replacmenet	300,000	250,000	250,000	250,000	250,000	1,300,000
4500	Miscellaneous Stormwater Improvements (Neighborhood)	100,000	100,000	100,000	100,000	100,000	500,000
4500	Miscellaneous Stormwater Improvements (Pond)	25,000	20,000	20,000	20,000	20,000	105,000
4500	Replace 450-TL-003 Enclosed Trailer	9,150					9,150
4500	Earl Brown Pond and Improvement Project		1,000,000				1,000,000
4500	City Hall Stormwater Pump Station		4,000,000				4,000,000
4500	Public Works Building Improvement		150,000				150,000
4500	Wisconsin Ave Stormwater Improvements		281,250				281,250
4500	Walts Ave Pond		75,000				75,000
4500	New Hampshire Ave & S Garfield Ave Drainage & Pond Improvements		175,000				175,000
4500	#148-2014 Turf Maker 325 (hydro seeder)			20,000			20,000
4500	University Ave Drainage Improvements			475,795			475,795
4500	Bent Oaks Pond Improvements			100,000			100,000
4500	Crystal Cove Pump Station Improvement			75,000			75,000
4500	#108A - 2016 hydro excavator-ring power				200,000		200,000
4500	#123A - 2006 Chevy Van Inmate Squad 1					25,000	25,000
4500	#167A-1 Ton pick up dump truck, replaces 2001 Dodge Ram 3500 dump truck					40,000	40,000
4500	#INM525 - 2018 KUBOTA 60"					18,000	18,000
TOTAL STORMWATER FUND		655,304	6,051,250	1,040,795	570,000	453,000	8,770,349

FIVE YEAR CAPITAL IMPROVEMENTS PLAN [CIP] - PERMITS & INSPECTIONS FUND							
Div.	STORMWATER FUND	2023-24	2024-25	2025-26	2026-27	2027-28	Total
4800	Building Official Truck 1	53,146					53,146
4800	Building Official Truck 2	53,146					53,146
4800	Building Official Truck 3	53,146					53,146
	TOTAL STORMWATER FUND	159,438	0	0	0	0	159,438

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MARCH 6, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Eugene Collier, New St. John Missionary Baptist Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Adam Kisthardt, Deputy Police Chief; Todd Allen, Fire Chief; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Chad Gamble, Public Services Director; Ray Underwood, Public Works Director; Raymond Bahrami, Deputy Public Services Director/City Engineer; Mark Collins, Facilities Manager; Mark Hayward, Human Resources Director; Carol Kuhn, Planning Director; Belinda Williams-Collins, Senior Planner/Historic Preservation; Chris Graham, Community Information Specialist; members of the public and press.

PRESENTATIONS

1. Super Star Students of the Month.

Mayor Cloudman read aloud each Super Star Student, and Commissioner Dan Reed presented the certificates.

2. Certificate of Recognition, DeLand High School Varsity Cheerleading Team.

Vice Mayor Paiva read each Certificate of Recognition, and Commissioner Davis presented the certificates.

3. Proclamation, Colorectal Cancer Awareness Month.

Commissioner Kevin Reid read the Proclamation, and Vice Mayor Paiva presented the Proclamation to a representative from the cancer association.

CONSENT AGENDA

1. Resolution Approving the Equal Employment Opportunity Program (EEO) and Affirmative Action Plan (AAP).
2. Consideration re CPH Design Contract Amendment for Entry Sign/Feature Design & Permitting.
3. Consideration re Utility Service Agreement for Chimney Corners Motel.
4. Consideration re Change Order #2, Fire Station No. 82 Reserve Garage.

Commissioner Paiva made a motion to approve Items No. 1-4 on the Consent Agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Sidney Johnston, 535 N. Clara Avenue, addressed the Commission to discuss the Putnam Hotel "Post-Mortem."

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-03, Creating a New Residential Land Use Category in the Future Land Use Element.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented an overview of the ordinance, which would create a new residential land use category in the future land use element. She stated the idea was to preserve as much open space as possible.

Nika Hosseini, Cobb Cole, 231 N. Woodland Blvd, spoke about the thoughts that went into developing the project and was available to discuss the project and answer questions. The

commission asked about the amenities that would be made available to the residents. Ms. Hosseini responded.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the second reading of Ordinance No. 2023-03. Commissioner Kevin Reid seconded the motion, which carried by a 5 – 0 roll call vote.

2. Second Reading of Ordinance No. 2023-04, Changing the Zoning of 14.74 Acres of Property located along Spring Garden Avenue, Between Plymouth on the North and Minnesota to the South, from C-2 (General Commercial) to Spring Garden Townhomes.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented an overview of the ordinance for a change in zoning. She said this request is for a proposed development to be made up of 90 residential units with a commercial component. She stated that there have been no changes since first reading.

Nika Hosseini, Cobb Cole, 231 N. Woodland Blvd, spoke about the project and was available to discuss the project and answer questions.

Commissioner Kevin Reid asked about the buffer on the eastern side of the property abutting the commercial tract. Ms. Hosseini said the plan is to retain and preserve as many trees as possible. It was also noted that the northern portion of the site where there is some green space would remain in a natural state as of this time. The property will meet the Type “C” buffer requirements.

Mark Stewart, 705 Elkhorn Fern Drive, asked for clarification about the townhouses, ensuring the area would not turn into a large apartment complex. He also asked for consideration be given to clean up some of the branches and vegetation that reaches into the adjacent residential neighborhood.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, which carried by a 5 – 0 roll call vote.

NEW BUSINESS

1. Consideration re Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Utilities Administration Building.

Chad Gamble, Public Services Director, presented the contract for construction and management services and general contracting services for phased services for the City of DeLand Utilities

Administration Building. He had a presentation to reintroduce the intention behind reaching the decision to make public services campus improvements. Mr. Gamble stated that efforts are being made to find opportunities for grant funding to supplement the costs associated with the project.

Mayor Cloudman commented on the positive aspects of combining projects for cost efficiency. Questions were raised about the future use of the former administrative building, and Mr. Gamble said the Public Works Department will be relocating into the space.

Commissioner Kevin Reid asked what type of incentives there would be for cost reduction. Mr. Bert Fonccaca, Wharton-Smith, explained the insurance a guaranteed maximum price structure provides. He stated during the project, there will be opportunities to present cost-saving measures. There have already been discussions in an effort to ensure that this legacy building will be provided with materials that provide a life-cycle cost but will be cost-effective in the long-run.

Vice Mayor Paiva made a motion to approve the contract. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

2. Consideration re Award of Bid, Greenway Trail North Extension.

Ray Bahrami, City Engineer, provided an overview of the request to award a bid for the Greenway Trail North Extension.

There was a brief discussion about the project which will provide necessary connections to the Volusia County multi-use path on International Speedway.

Vice Mayor Paiva made a motion to approve the Award of Bid. Commissioner Dan Reid seconded the motion, which carried by a unanimous vote.

CITY MANAGER

Report was given.

Mr. Pleus announced the upcoming Saturday strategic planning workshop scheduled at 8:30 a.m. on March 11, 2023.

Mr. Underwood provided a brief update about the toter roll-out program.

CITY ATTORNEY REPORT

No report given.

CITY CLERK REPORT

No report given.

CITY COMMISSION

Commissioner Dan Reed gave a report.

Commissioner Davis gave a report.

Commissioner Kevin Reid had nothing to report.

Vice Mayor Paiva had nothing to report.

Mayor Cloudman gave a report and made announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:46 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MARCH 20, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

The Rev. G. Comforted Keen, St. Barnabas Episcopal Church, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk-Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Dan Stauffer, Finance Director; Heidi VanEtten, Assistant Finance Director; Chad Gamble, Public Services Director; Jim Ailes, Deputy Public Service/Utilities Director; Carol Kuhn, Planning Director; Mark Hayward, Human Resources Director; Chris Graham, Community Information Specialist; members of the public and press.

PRESENTATIONS

1. Proclamation, Woman of the Year.

Commissioner Davis read the Proclamation, and Commissioner Kevin Reid presented the Proclamation to Judge Rachel Myers.

2. Proclamation, Meals on Wheels Awareness Month.

Commissioner Dan Reed read the Proclamation, and Vice Mayor Paiva presented the Proclamation.

3. Fire Promotions – Deputy Fire Marshal Jamie Lundsford, Lt. Chris Murray, Engineer Kyle Grace.

Todd Allen, Fire Chief, announced the promotions of Kyle Grace to Driver Engineer and Chris Murray to Lieutenant. The firefighters' badges were formally pinned and they were congratulated by the Mayor and City Commissioners.

4. Employee Years of Service Awards.

The following employees were recognized for their dedicated years of service by the Mayor and City Commissioners.

25 Years - Larry Howard, Parks and Recreation Department

20 Years – John O'Connor, Fire Department

Jason Carn, Fire Department – Unable to attend

10 Years – Deontray Williamson, Utilities Department

5. Presentation of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ended September 30, 2022.

Dan Stauffer, Finance Director, introduced Zach Chalifour, CPA with James Moore & Company. He presented the annual audit for the September 30, 2022 fiscal year. He stated that an unmodified opinion was issued, the highest opinion that may be issued.

Julie Hennessy, City Clerk – Auditor, conducted the usual internal audits this year, a clean review.

CONSENT AGENDA

1. Resolution Approving FDOT Maintenance Agreement, DeLand Commons.
2. Resolution Approving the Renewal of FDOT Maintenance Agreement – International Speedway Boulevard, Maintenance Contract No. ASG65-R1.
3. Consideration re Task Assignment No. 21, Boston Avenue and Rich Avenue Drainage Improvements.
4. Consideration re Mid-Year Waiver Request for St. John's River-to-Sea Loop Alliance Black Heritage Trail Celebration.
5. Consideration re Utility Service Agreement for Solid Ground Concrete Pumping.

6. Consideration re Votran Letter of Support.

Commissioner Kevin Reid pulled item no. 1 from the consent agenda.

Vice Mayor Paiva made a motion to approve items 2 - 6 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote.

Commissioner Kevin Reid appreciated the presentation that had been made by FDOT with regard to DeLand Commons. He thanked the team for all of the time and effort put into this project.

Commissioner Kevin Reid made a motion to approve item 1 on the consent agenda. Vice Mayor Paiva seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

No one indicated a desire to speak.

NEW BUSINESS

1. First Reading of Ordinance Amending Chapter 30, Relating to Sewer/Wastewater Connection Fees and Incidental Utility Charges.

Mayor Cloudman opened the public hearing.

Mike Grebosz, Assistant City Manager, presented.

Mr. Elkind advised that in section 2 of the Ordinance, a change will be made to the table in Section 30-20 (e) (1), changing the number of fixture units for the 5/8-3/4 meter to 32.

Paul Tetor, 829 A East New York Avenue, asked for clarification about who would be impacted by the rate increases.

Mirosław Komar, 7044 Lamier Falls Rd, expressed concern about the rates he already pays for utilities.

Nathanael Young, 264 S. Orange Ave., asked about the availability of reclaimed water.

There was a brief discussion about educating the public about rate adjustments.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the first reading of the Ordinance with the change to Section 30-20 (e) (1). Commissioner Dan Reed seconded the motion, which carried by a 5 – 0 roll call vote.

2. First Reading of Ordinance Annexing 1.135 Acres of Property, Located Northwest of East New Hampshire Avenue and South Garfield Avenue.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Department, presented the proposed ordinance. The City of DeLand is the applicant. She confirmed the total amount of property being annexed is 1.135 acres.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

3. Resolution Approving Class IV Site Plan, Yardley – DeLand Crossing

Carol Kuhn, Planning Department, presented the request. She stated that this is the first time a build-to-rent single-family residential property development has been proposed in DeLand.

Mark Watts, representing the developer, talked about the proposed development. He stated this type of project is an emerging trend in the residential market.

A brief discussion ensued about green space, the butterfly garden, buffers and stormwater. Mr. Watts noted that this site was redesigned several times to preserve trees.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion, which carried by a 5 – 0 roll call vote.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – No report given.
2. Report re River-to-Sea TPO –Report given.
3. Report re River of Lakes Heritage Corridor – Report given.

CITY MANAGER

Report was given.

CITY ATTORNEY REPORT

No report given.

CITY CLERK REPORT

No report given.

CITY COMMISSION

Commissioner Davis gave a report.

Vice Mayor Paiva gave a report.

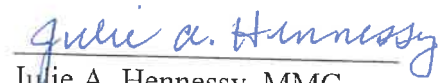
Commissioner Dan Reed had nothing to report.

Commissioner Kevin Reid gave a report.

Mayor Cloudman gave a report and announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:38 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, APRIL 3, 2023, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

The meeting was called to order by Mayor Cloudman at 7:00 p.m.

Mayor Cloudman requested that anyone present who wishes to address the City Commission on an item appearing on tonight's agenda, or with regard to an item not on the agenda, please fill out a Speaker's Card and give it to the City Clerk. The public has a right to speak with regard to any item on which the City Commission is to take action.

INVOCATION:

Pastor Peter Migner, The Nazarene Church of DeLand, gave the Invocation.

PLEDGE OF ALLEGIANCE: Mayor Cloudman led the Pledge of Allegiance.

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Absent
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julia Hewitt, Deputy City Clerk; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Dan Stauffer, Finance Director; Ray Underwood, Public Works Director; Jim Ailes, Deputy Public Service/Utilities Director; Rick Hall, Parks and Recreation Director; Carol Kuhn, Planning Director; Chris Graham, Community Information Specialist; members of the public and press.

PRESENTATIONS

1. Proclamation, Byllye Avery Day.

Vice Mayor Paiva read the Proclamation, and Mayor Cloudman presented the Proclamation to Ms. Byllye Avery.

2. City of DeLand Super Star Students of the Month.

Commissioner Kevin Reid read aloud each Super Star Student, and Commissioner Paiva presented the certificates.

3. City of DeLand, Art in Public Places.

Mayor Cloudman invited Ms. Kieu Moses to introduce the Art in Public Places program. She invited Mrs. Stone, one of the teachers, to assist in making presentations to the students.

4. Proclamation, National Healthcare Decisions Month.

Commissioner Dan Reed read the Proclamation.

5. Proclamation, Water Conservation Month.

Commissioner Kevin Reid read the Proclamation, and Commissioner Dan Reed presented the Proclamation to Mr. Jim Ailes, Deputy Public Services/Utilities Director.

6. Employee Years of Service Award.

Mayor Cloudman read and presented a “15 Years of Service” award to Daniel “Chad” Rhodes, Parks and Recreation Department.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment.
2. Consideration re Cost Share Agreement with St. John’s River Water Management District, Cross Creek Phase 5 Reclaimed Water Main Extension
3. Consideration re Award of Bid for Reclaimed Water Main Phase 5A.
4. Consideration re Reclaimed Water Main Extensions – Phase 5 Part B Design and Bidding Scope of Services.
5. Consideration re Task Order Assignment, Cross Creek Reclaimed Water Main Phase 5 Parts A & B CEI Services.
6. Resolution Approving Contract Time Extension for FDOT Grant 438416-1-94-01 (Amendment #4) – T-Hangar Development.
7. Consideration re Change Order No. 2, DeLand Airport Northwest Industrial Business Access Road.
8. Consideration re Utility Service Agreement and Fair Share Agreement, Woodland Crossing Car Wash.
9. Consideration re Utility Service Agreement for Trinity Gardens.

10. Consideration re Award of Bid, Marsh Road & Jacobs Landing – Stormwater Improvements.
11. Consideration re Impact Fee Installment Payment Agreement – pulled from the Consent Agenda.
12. Consideration re Approval of Addendum to the Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments.

Mayor Cloudman pulled item no. 11, at the request of staff, for discussion.

Commissioner Paiva made a motion to approve items 1 - 10 & 12 on the consent agenda. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote, Commissioner Davis being absent.

Mr. Pleus provided some background information about consent agenda item no. 11, Consideration of Impact Fee installment Payment Agreement.

Vice Mayor Paiva made a motion to approve item 11 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote, Commissioner Davis being absent.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Keith Chester, 1700 Palm Avenue, spoke about the need for more expansive green spaces for events and public use.

Sidney Johnston, 535 N. Clain Avenue, spoke about the Putnam Hotel demolition “Post-Mortem Two.”

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-05, Amending Chapter 30, Relating to Sewer/Wastewater Connection Fees and Incidental Utility Charges.

Mayor Cloudman opened the public hearing.

Mr. Grebosz, Assistant City Manager, presented the ordinance. Discussion ensued with regard to implementation and the City Commission agreed to implement the changes in July.

Mayor Cloudman closed the public hearing.

Commissioner Paiva made a motion to approve the second reading of Ordinance No. 2023-05, with a July implementation. Commissioner Dan Reed seconded the motion, which carried by a 4 – 0 roll call vote, Commissioner Davis being absent.

NEW BUSINESS

1. Resolution Approving Final Plat for Grandview Gardens. Located at 369 Grand Avenue.

Carol Kuhn, Planning Department, presented the resolution.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Dan Reed seconded the motion, which carried by a unanimous vote, Commissioner Davis being absent.

2. Resolution Approving the Removal of One Historic Tree. Located at 1438 North Woodland Boulevard – Arby's Restaurant.

Vice Mayor Paiva made a motion to approve the Resolution. Commissioner Kevin Reid seconded the motion.

Christopher Flinn, representing the Arby's Restaurant in DeLand, noted some drainage pipes due to the historic tree growing into the grease trap pipes. He requested to pay into the tree fund for replacement of the tree.

Mr. Elkind, City Attorney, said typically, the City desires trees in areas with a lot of development. He advised the City Commission to ensure the city forester is informed and included if there is an inclination to accommodate the request.

Vice Mayor Paiva amended the motion to approve the Resolution, allowing for less than 100% DBP replacement based on the advice and consent of the City's professional forester. Commissioner Kevin Reid seconded the amended motion, which carried by a unanimous vote, Commissioner Davis being absent.

3. Resolution Approving or Denying Demolition of a Smokestack. Located at 1600 Essex Avenue, DeLand Municipal Airport and Resolution to Approve the Demolition of a Portion of an Existing Building.

Carol Kuhn, Planning Department, gave a presentation about the resolutions. She shared findings made by the Historic Preservation Board and gave their recommendations.

Vice Mayor Paiva made a motion to deny the Resolution for demolition of a smokestack and to approve the Resolution for demolition of a portion of the existing building. Commissioner Kevin Reid seconded the motion, which carried by a majority vote of 3-1, Mayor Cloudman dissenting. Commissioner Davis absent.

CITY MANAGER REPORT

Mr. Pleus stated that Mr. Elkind, City Attorney, would provide an update on the Historic Preservation Board (HPB).

CITY ATTORNEY REPORT

Mr. Elkind and Ms. Kuhn provided updates on the HPB.

CITY CLERK REPORT

No report was given.

CITY COMMISSION

Vice Mayor Paiva had nothing to report.

Commissioner Kevin Reid gave a report and mentioned his desire for more education on the towing of vehicles in the city. Mr. Elkind responded.

Commissioner Dan Reed shared his knowledge of towing.

Mayor Cloudman attended a meeting with Mr. Pleus about SunRail.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:48 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving FY 2022-2023 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Heidi Vanetten, Asst. Finance Director

ATTACHMENTS: Resolution, FY22-23 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual expenditures to date. The amendments proposed are primarily revisions to reflect anticipated actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the budget to reflect recommended changes with the impact on each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund	\$60,020
Water & Sewer Fund	\$434,903
Airport Fund	\$0
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY22/23 budget as presented.

BACKGROUND/DISCUSSION:

The significant budget amendments include a transfer to the homelessness fund (\$180,000) from general fund ARPA Reserves, an increase for additional Horizon licenses (\$13,220), an increase in sludge hauling (\$30,000), an increase in the manhole repairs at Brandywine Subdivision (\$153,545), an increase in Stormwater equipment maintenance (\$25,000), an increase in contractual obligations for refuse collections (\$535,000), a decrease in other obligations for recycling (\$123,000), and an increase in the contribution from Refuse Fund (\$135,000) to

the Water and Sewer Fund to cover the administrative costs of refuse billings. The budget amendment also includes an increase in banking fees (\$25,000) and an increase in gas/oil (\$15,000).

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANTS AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, WASTEWATER TRUST FUND, AIRPORT FUND, STORMWATER FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2022-2023; and

WHEREAS, the City Commission is vested by the Charter of the City of DeLand with the authority to amend the budget.

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

Section 1. The budget of the City of DeLand for fiscal year 2022-2023 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		51,919,682	213,500	0	52,133,182
	Miscellaneous Revenue				
001-0000-361-100	INTEREST EARNINGS	161,500	33,500	0	195,000
	Other Sources of Revenue				
001-0000-380-002	USE OF RESERVES - ARPA	736,776	180,000	0	916,776
EXPENDITURES		51,919,682	253,128	39,628	52,133,182
	Information Technology				
001-0110-546-400	EQUIPMENT MAINTENANCE	903,669	5,950	0	909,619
001-0110-531-100	PROFESSIONAL SERVICES	165,736	17,031	0	182,767
001-0110-534-100	CONTRACTUAL SERVICES	30,000	0	13,220	16,780
	Fire				
001-1222-546-100	BUILDING MAINTENANCE	23,254	13,910	0	37,164
	Police				
001-1226-552-100	OPERATING SUPPLIES	129,213	8,500	0	137,713
	Parks & Rec Admin				
001-1401-549-100	OTHER OBLIGATIONS	590	25,000	0	25,590
	Transfers				
001-9999-991-120	TRANSFER TO HOMELESSNESS FUND	50,000	180,000	0	230,000
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	4,874,126	483	0	4,874,609
001-9990-999-100	CONTINGENCY	76,667	0	16,647	60,020
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	5,809,342	2,254	9,761	5,801,835

HOMELESS SHELTER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		649,308	203,337	233,317	619,328
	Other Sources of Revenue				
120-0000-366-000	DONATIONS FROM PRIVATE SOURCES	325,000	0	233,317	91,683
120-0000-380-000	USE OF RESERVES	274,308	23,337	0	297,645
120-9999-381-001	TRANSFER FROM GENERAL FUND	50,000	180,000	0	230,000
EXPENDITURES		649,308	0	29,980	619,328
	Homeless Shelter				
120-1120-534-100	CONTRACTUAL SERVICES	606,154	0	29,980	576,174

GOVERNMENTAL IMPACT FEES TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,933,818	0	8,500	1,925,318
170-0000-380-110	USE OF RESERVES - POLICE	99,300	0	8,500	90,800
EXPENDITURES		1,933,818	0	8,500	1,925,318
170-1226-664-000-PD2302	NEW DUAL-PURPOSE K-9	24,000	0	8,500	15,500

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,165,254	483	0	13,165,737
	Other Sources of Revenue				
190-9999-381-001	TRANSFER FROM GENERAL FUND	2,140,412	483	0	2,140,895
EXPENDITURES		13,165,254	483	0	13,165,737
	Parks				
190-1403-661-000-PR2311	LAKE MOORE	1,294,654	483	0	1,295,137

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		11,018,020	97,873	105,380	11,010,513
	Other Sources of Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	5,904,961	2,254	105,380	5,801,835
300-9999-381-401	TRANSFER FROM W&S FUND	181,729	60,090	0	241,819
300-9999-381-480	TRANSFER FROM P&I FUND	31,481	35,529	0	67,010
EXPENDITURES		11,018,020	8,404	15,911	11,010,513
	Information Technology				
300-0110-663-000-IT2302	IT SQL LICENSES	16,872	0	3,811	13,061
300-0110-663-000-IT2303	IT NETWORK SWITCHES	150,000	0	5,950	144,050
	Public Works Admin				
300-1301-664-000-PW2305	REPLACE 2015 PATHFINDER WITH TRUCK	45,091	745	0	45,836
	Parks & Recreation Admin				
300-1403-663-000-PR2220	SKATE PARK LED LIGHTS	66,000	354	0	66,354
300-1403-664-000-PR2209	REPLACE SODCUTTER AT MELCHING FIELD	6,150	0	6,150	0
300-1403-664-000-PR2320	CONRAD CENTER NEW AIR CONDITIONER	0	7,305	0	7,305

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		118,897,056	299,915	0	119,196,971
	Miscellaneous Revenue				
401-0000-361-100	INTEREST EARNINGS	583,857	11,370	0	595,227
	Other Sources of Revenue				
401-0000-380-000	USE OF RESERVES	5,103,063	153,545	0	5,256,608
401-9998-382-440	CONTRIBUTION FROM REFUSE FUND	0	135,000	0	135,000
EXPENDITURES		118,897,056	329,915	30,000	119,196,971
	Utilities Admin				
401-4201-661-000-UT2247	UT ADMIN COMPLEX LAND ACQUISITIONS	407,433	600	0	408,033
	Water Distribution				
401-4204-663-000-UT2346	SR44/KEPLER ROUNDABOUT UTIL RELOCATION	1,089,733	950	0	1,090,683
401-4204-664-000-UT2118	METER REPLACEMENT	454,700	0	30,000	424,700
	Wastewater Treatment				
401-4205-534-400	SLUDGE HAULING	320,000	30,000	0	350,000
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	1,692,112	2,800	0	1,694,912
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	321,281	500	0	321,781
	Utilities Maintenance				
401-4206-664-000-UT2319	L/S #6 REPLACEMENT & PANEL BOX	70,580	1,070	0	71,650
401-4206-664-000-UT2320	L/S #7 REPLACEMENT & PANEL BOX	79,055	700	0	79,755
401-4206-664-000-UT2321	L/S #8 REPLACEMENT & PANEL BOX	73,083	750	0	73,833
401-4206-664-000-UT2322	L/S #10 REPLACEMENT & PANEL BOX	86,267	700	0	86,967
401-4206-664-000-UT2323	L/S #65 REPLACEMENT & PANEL BOX	70,233	700	0	70,933
401-4206-664-000-UT2326	100KW TRAILER MOUNTED GENERATOR	104,215	2,400	0	106,615
401-4206-664-000-UT2327	L/S #26 GENERATOR & TRANSFER SWITCH	53,150	200	0	53,350
	Wastewater Collection				
401-4210-663-000-UT2350	MANHOLE REPAIR AT BRANDYWINE SUBDIVISION	0	153,545	0	153,545
	Contingency				
401-9990-999-100	CONTINGENCY	299,903	135,000	0	434,903

WATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		5,066,853	400	0	5,067,253
404-0000-361-100	INTEREST EARNINGS	0	400	0	400
EXPENDITURES		5,066,853	400	0	5,067,253
404-4240-549-100	OTHER OBLIGATIONS	0	400	0	400

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		10,227,584	905	0	10,228,489
430-0000-361-100	INTEREST EARNINGS	5,205	905	0	6,110
EXPENDITURES		10,227,584	1,055	150	10,228,489
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	1,000,611	905	0	1,001,516
430-4300-664-000-AP2308	16' ENCLOSED TRAILER	6,950	0	150	6,800
430-4300-664-000-AP2310	RUNWAY BLOWER WITH AIR DEFLECTOR	7,845	150	0	7,995

REFUSE COLLECTION FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,153,088	547,000	0	4,700,088
440-0000-343-400	GARBAGE/SOLID WASTES	4,153,088	547,000	0	4,700,088
EXPENDITURES		4,153,088	670,000	123,000	4,700,088
440-4400-534-100	CONTRACTUAL SERVICES	4,030,088	535,000	0	4,565,088
440-4400-549-100	OTHER OBLIGATIONS	123,000	0	123,000	0
440-9998-992-401	CONTRIBUTION TO W&S FUND	0	135,000	0	135,000

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,664,882	25,622	0	3,690,504
450-0000-361-100	INTEREST EARNINGS	19,777	25,622	0	45,399
EXPENDITURES		3,664,882	25,622	0	3,690,504
450-4500-546-400	EQUIPMENT MAINTENANCE	25,200	25,000	0	50,200
450-4500-664-000-SW2307	REPLACE 450163A - FORD F150 CREW CAB	45,214	622	0	45,836

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,765,022	50,000	0	3,815,022
480-0000-322-000	BUILDING PERMIT FEES	1,323,401	50,000	0	1,373,401
EXPENDITURES		3,765,022	50,000	0	3,815,022
480-4800-534-100	CONTRACTUAL SERVICES	81,000	30,000	0	111,000
480-4800-549-100	OTHER OBLIGATIONS	0	5,000	0	5,000
480-4800-552-400	GAS/OIL	13,183	15,000	0	28,183

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2022-2023 is hereby ratified and confirmed as adopted by Resolutions 2022-77, 2022-108, 2022-109, 2023-07, 2023-18, 2023-26, 2023-30, 2023-33, 2023-36, 2023-40 and 2023-57.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of September, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		213,500	0	
001-0000-361-100	INTEREST EARNINGS	33,500		increase funding for interest earnings
001-0000-380-002	USE OF RESERVES - ARPA	180,000		increase funding for Use of Reserves (ARPA)
EXPENDITURES		253,128	39,628	
001-0110-546-400	EQUIPMENT MAINTENANCE	5,950		increase funding for IT Network Switches protection plan
001-0110-531-100	PROFESSIONAL SERVICES	3,811		increase appropriation for Multi-Factor Authentication (RSA Security)
001-0110-531-100	PROFESSIONAL SERVICES	13,220		increase appropriation for Horizon licenses
001-0110-534-100	CONTRACTUAL SERVICES		13,220	decrease appropriation for contractual services
001-1222-546-100	BUILDING MAINTENANCE	13,910		increase appropriation for piping repair for A/C at #81
001-1226-552-100	OPERATING SUPPLIES	8,500		increase appropriation for Dual Purpose K-9 (operating expenses)
001-1401-549-100	OTHER OBLIGATIONS	25,000		increase appropriation for accident deductible
001-9990-999-100	CONTINGENCY		16,647	decrease funding for new A/C at Conrad Center (\$1,155), piping repair for A/C at #81 (\$13,910), truck to replace 2015 Pathfinder (\$745), Lake Moore property sign (\$483), and LED Lights at Skate Park (\$354)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		5,950	decrease transfer for IT Network Switches
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,155		increase transfer for new A/C at Conrad Center
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		3,811	decrease transfer for IT SQL Licenses
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	745		increase transfer for truck to replace 2015 Pathfinder
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	354		increase transfer for LED lights at Skate Park
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	483		increase transfer for Lake Moore Property sign
001-9999-991-120	TRANSFER TO HOMELESSNESS FUND	180,000		increase transfer to the Homelessness Fund
HOMELESSNESS FUND				
REVENUES		203,337	233,317	
120-0000-366-000	DONATIONS FROM PRIVATE SOURCES		233,317	decrease funding for private donations
120-0000-380-000	USE OF RESERVES	23,337		increase funding for Use of Reserves
120-9999-381-001	TRANSFER FROM GENERAL FUND	180,000		increase funding to the Homelessness Fund
EXPENDITURES		0	29,980	
120-1120-534-100	CONTRACTUAL SERVICES		29,980	decrease appropriation for NRC Contractual Services
GOVERNMENT IMPACT FEES TRUST FUND				
REVENUES		0	8,500	
170-0000-380-110	USE OF RESERVES - POLICE		8,500	decrease use of reserves for Dual Purpose K-9
EXPENDITURES		0	8,500	
170-1226-664-000-PD2302	NEW DUAL PURPOSE K-9		8,500	decrease appropriation for Dual Purpose K-9 (move to operating expenses)
GRANTS & SPECIAL REVENUE FUND				
REVENUES		483	0	
190-9999-381-001	TRANSFER FROM GENERAL FUND	483		increase transfer for Lake Moore Property Sign
EXPENDITURES		483	0	
190-1403-661-000-PR2311	LAKE MOORE	483		increase appropriation for Lake Moore Property Sign

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL PROJECT FUND				
REVENUES		97,873	105,380	
300-9999-381-001	TRANSFER FROM GENERAL FUND	1,155		increase transfer for new A/C at Conrad Center
300-9999-381-001	TRANSFER FROM GENERAL FUND		5,950	decrease transfer for IT Network Switches
300-9999-381-001	TRANSFER FROM GENERAL FUND		3,811	decrease transfer for IT SQL Licenses
300-9999-381-001	TRANSFER FROM GENERAL FUND	745		increase transfer for truck to replace 2015 Pathfinder
300-9999-381-001	TRANSFER FROM GENERAL FUND	354		increase transfer for LED lights at Skate Park
300-9999-381-001	TRANSFER FROM GENERAL FUND		95,619	to correct transfers for City Hall Generator due to insurance reimbursement
300-9999-381-401	TRANSFER FROM W&S FUND	60,090		to correct transfers for City Hall Generator due to insurance reimbursement
300-9999-381-480	TRANSFER FROM P&I FUND	35,529		to correct transfers for City Hall Generator due to insurance reimbursement
EXPENDITURES		8,404	15,911	
300-0110-663-000-IT2302	IT SQL LICENSES		3,811	decrease appropriation for IT SQL Licenses
300-0110-663-000-IT2303	IT NETWORK SWITCHES		5,950	decrease appropriation for IT Network Switches
300-1301-664-000-PW2305	REPLACE 2015 PATHFINDER WITH TRUCK	745		increase appropriation for truck to replace 2015 Pathfinder
300-1403-663-000-PR2220	SKATE PARK LED LIGHTS	354		increase appropriation for LED lights at Skate Park
300-1403-664-000-PR2209	REPLACE SODCUTTER AT MELCHING FIELD		6,150	decrease appropriation for sod cutter
300-1403-664-000-PR2320	CONRAD CENTER NEW AIR CONDITIONER	7,305		increase appropriation for new A/C at Conrad Center
WATER & SEWER FUND				
REVENUES		299,915	0	
401-0000-361-100	INTEREST EARNINGS	11,370		increase funding for interest earnings
401-0000-380-000	USE OF RESERVES	153,545		increase funding for manhole repairs at Brandywine Subdivision
401-9998-382-440	CONTRIBUTION FROM REFUSE FUND	135,000		increase funding for Contribution from Refuse Fund
EXPENDITURES		329,915	30,000	
401-4201-661-000-UT2247	UT ADMIN COMPLEX LAND ACQUISITIONS	600		increase appropriation for sketch & description for annexation of proposed Utility Admin Building
401-4204-663-000-UT2346	SR44/KEPLER ROUNABOUT UTIL RELOCATION	950		increase appropriation for water permit for SR 44 & Kepler roundabout
401-4204-664-000-UT2118	METER REPLACEMENT		30,000	decrease appropriation for meter replacements
401-4205-534-400	SLUDGE HAULING	30,000		increase appropriation for extra sludge hauling
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	2,800		increase appropriation for Nash WRF Engineering, Planning, and Construction
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	500		increase appropriation for Digester upgrades and improvements
401-4206-664-000-UT2319	L/S #6 REPLACEMENT & PANEL BOX	1,070		increase appropriation for L/S #6 Replacement and Panel Box
401-4206-664-000-UT2320	L/S #7 REPLACEMENT & PANEL BOX	700		increase appropriation for L/S #7 Replacement and Panel Box
401-4206-664-000-UT2321	L/S #8 REPLACEMENT & PANEL BOX	750		increase appropriation for L/S #8 Replacement and Panel Box
401-4206-664-000-UT2322	L/S #10 REPLACEMENT & PANEL BOX	700		increase appropriation for L/S #10 Replacement and Panel Box
401-4206-664-000-UT2323	L/S #65 REPLACEMENT & PANEL BOX	700		increase appropriation for L/S #65 Replacement and Panel Box
401-4206-664-000-UT2326	100KW TRAILER MOUNTED GENERATOR	2,400		increase appropriation for 100KW Trailer Mounted Generator Equipment
401-4206-664-000-UT2327	L/S #26 GENERATOR & TRANSFER SWITCH	200		increase appropriation for L/S #26 Generator and Transfer Switch
401-4210-663-000-UT2350	MANHOLE REPAIR AT BRANDYWINE SUBDIVISION	153,545		increase appropriation for manhole repairs at Brandywine Subdivision
401-9990-999-100	CONTINGENCY	135,000		increase appropriation for Contingency

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WASTEWATER TRUST FUND				
REVENUES		400	0	
404-0000-361-100	INTEREST EARNINGS	400		increase funding for interest earnings
EXPENDITURES		400	0	
404-4240-549-100	OTHER OBLIGATIONS	400		increase appropriation for recording of fees
AIRPORT FUND				
REVENUES		905	0	
430-0000-361-100	INTEREST EARNINGS	905		increase funding for interest earnings
EXPENDITURES		1,055	150	
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	905		increase appropriation for NW Industrial Business Park Access Road
430-4300-664-000-AP2308	16' ENCLOSED TRAILER		150	decrease appropriation for 16' Enclosed Trailer
430-4300-664-000-AP2310	RUNWAY BLOWER WITH AIR DEFLECTOR	150		increase appropriation for Runway Blower with Air Deflector
REFUSE COLLECTION FUND				
REVENUES		547,000	0	
440-0000-343-400	GARBAGE/SOLID WASTES	547,000		increase funding for Garbage Billings
EXPENDITURES		670,000	123,000	
440-4400-534-100	CONTRACTUAL SERVICES	535,000		increase appropriation for contractual services
440-4400-549-100	OTHER OBLIGATIONS		123,000	decrease appropriation for recycle comingle and recycle coach annual fee
440-9998-992-401	CONTRIBUTION TO W&S FUND	135,000		increase appropriation for Contribution to Water & Sewer Fund
STORMWATER FUND				
REVENUES		25,622	0	
450-0000-361-100	INTEREST EARNINGS	25,622		increase funding for interest earnings
EXPENDITURES		25,622	0	
450-4500-546-400	EQUIPMENT MAINTENANCE	25,000		increase appropriation for Equipment Maintenance
450-4500-664-000-SW2307	REPLACE 450163A - FORD F150 CREW CAB	622		increase appropriation for Ford F150 Crew Cab
PERMITS & INSPECTIONS FUND				
REVENUES		50,000	0	
480-0000-322-000	BUILDING PERMIT FEES	50,000		increase funding for Building Permit Fees
EXPENDITURES		50,000	0	
480-4800-534-100	CONTRACTUAL SERVICES	30,000		increase appropriation for banking fees
480-4800-549-100	OTHER OBLIGATIONS	5,000		increase appropriation for Other Obligations, including vehicle repair
480-4800-552-400	GAS/OIL	15,000		increase appropriation for Gas/Oil

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Award of Bid to Kerin Solutions, LLC for City Pest Control Services.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: KerinSolutions B-23-05, B2305Tabulation

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

In order to maintain the best value for city-wide services, the city performs a Bid/RFP/RFQ process to secure vendors. In the past, the city has quoted pest control services on an annual basis. As the city has grown, the pest control service requirements have increased. With the assistance of the Finance Department, the city put out a Request for Bid for these services with the term to start on October 1, 2023 in alignment with the new fiscal year.

Five vendors submitted bids and the lowest most qualified bid was submitted by Kerin Solutions, LLC. The term of the agreement is for two years from the date of award and can be extended by mutual agreement for three additional one year periods with the option to negotiate pricing, terms, and conditions.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

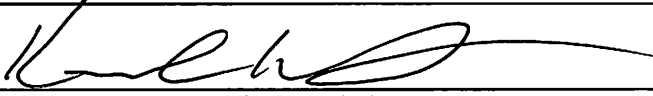
\$6,980 will be the annual cost for city-wide pest control services.

RECOMMENDATION:

Staff recommends the City Commission approve the award of bid to Kerin Solutions, LLC for city-wide pest control services.

BACKGROUND/DISCUSSION:

In the past, the city has quoted pest control services on an annual basis. As the city has grown, the pest control service requirements have increased. With the assistance of the Finance Department, the city put a Request for Bid for these services to start on October 1, 2023 in alignment with the new fiscal year.

SUBMIT TO: CITY OF DeLAND FINANCE DEPT., 2 nd Floor Receptionist 120 SOUTH FLORIDA AVENUE DeLAND, FLORIDA 32720		INVITATION TO BID	
CONTACT PERSON: Corey McMillen		AN EQUAL OPPORTUNITY EMPLOYER	
PHONE: 386-626-7078		BID # B-23-05	<i>SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED</i>
BID TITLE: Pest & Rodent Control – Citywide		SUBMITTAL DEADLINE May 18, 2023 @ 2:00 P.M.	
PRE-BID DATE, TIME AND LOCATION: N/A		BID BOND REQUIRED 5%	
RESPONDENT NAME: KERIN Solutions, LLC		FEDERAL ID # OR SOCIAL SECURITY #: 47-4148359	
MAILING ADDRESS: 2644 Tree Meadow Loop		TELEPHONE #: 407-814-4022	
CITY – STATE – ZIP: Apopka, FL 32712		FAX #:	
X  AUTHORIZED SIGNATURE		EMAIL: ken@kerinsolutions.com	
Printed Name Kenneth Kosicki		Title Owner	
		Date 5/15/23	
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE			
Sec. 25A.5-2. Local bid preference.			
(a) Applicability. This Section shall apply to all purchasing \$25,000.00 and above which is accomplished by the City of DeLand pursuant to an invitation to bid. (b) Preference. Where the lowest Bid is submitted by a vendor which is not a Local business, and a Bid is submitted by a Local business which is within five percent (5%) of the lowest Bid, then the Local business submitting the lowest Bid amongst all Local business submitting Bids, and the vendor submitting the lowest Bid, shall each have the opportunity to submit, within five (5) working days of the bid opening, a best and final Bid equal to or lower than the amount of the lowest Bid. The contract shall be awarded to the vendor submitting the lowest final Bid. In the case of a tie between a Local business and a vendor which is not a Local business, the contract shall be awarded to the Local business. (c) Exemptions. Notwithstanding the provisions of subparagraph (b) above, this Section shall not apply to any of the following purchasing activities: 1. Purchasing funded, in whole or in part, by an entity prohibiting application of the preference provided by this section by grant agreement, contract or applicable federal, state, or local law; 2. Items purchased on state contracts, "piggybacked" contracts, sole source purchases, or other purchases which are not accomplished by competitive bids, in accordance with the City's Charter and Purchasing Guidelines; 3. Emergency purchasing. (d) Certification. A vendor claiming to qualify as a Local business for purposes of this Section shall so certify in writing on a form prescribed by the City of DeLand's finance director as part of the request for bids process. (e) Verification. Any vendor which has qualified as Local business as prescribed in this Section shall provide all documentation reasonably required by the finance director that demonstrates its status as a Local business prior to the time of purchase or recommendation of award of contract. (f) Maintenance of status. A vendor granted a preference under this Section which results in the award of a contract may be required to stipulate to maintaining its status as Local businesses throughout the term of the contract. (g) Job openings. A vendor which is granted a preference under this Section which results in the award of a contract shall be required to post job openings related to the contract with such agencies or organizations designated by the city manager. (h) Compliance. Noncompliance with this section shall be deemed a material breach of any contract which resulted from a preference granted under this Section, and such breach shall be grounds for termination by the City of DeLand. The terms of this Section are deemed incorporated by reference in any contract resulting from a preference granted under this Section, regardless of whether such contract expressly so states.			

PRICE SHEET
PEST & RODENT CONTROL - CITYWIDE
B-23-05

LOCATION	SERVICES PER YEAR	SERVICE PRICE	ANNUAL PRICE
CITY HALL	4	\$120.00	\$480.00
HENRY DELAND HOUSE/CONRAD BLDG	4	\$45.00	\$180.00
THE JOYCE M. CUSACK RESOURCE CENTER	4	\$25.00	\$100.00
AIRPORT ADMIN	12	\$20.00	\$240.00
AIRPORT MAINTENANCE BUILDING	4	\$25.00	\$100.00
FIRE STATION 81	12	\$20.00	\$240.00
FIRE STATION 82	12	\$20.00	\$240.00
FIRE STATION 83	12	\$20.00	\$240.00
BURGESS BUILDING	4	\$15.00	\$60.00
FISH BUILDING	12	\$15.00	\$180.00
CHISHOLM CTR	4	\$25.00	\$100.00
CONCESSION CENTER	12	\$10.00	\$120.00
EARL BROWN PARK COOK SHED	12	\$15.00	\$180.00
DISNEY TENNIS CENTER	12	\$15.00	\$180.00
DOG PARK	12	\$10.00	\$120.00
LEMON ROOM	12	\$10.00	\$120.00
MELCHING STADIUM	12	\$45.00	\$540.00
PARKS & REC MAIN OFFICE	12	\$30.00	\$360.00
PARKS & REC MAINTENANCE OFFICE	4	\$20.00	\$80.00
PARKS & REC TRAILER PARK	4	\$0.00	\$0.00
SANBORN CENTER	12	\$25.00	\$300.00
SCOUT HUT	4	\$15.00	\$60.00
SPEC MARTIN STADIUM	12	\$35.00	\$420.00
SPERLING SPORTS COMPLEX (CONCESSIONS)	4	\$15.00	\$60.00
POLICE EVIDENCE BUILDING	12	\$20.00	\$240.00
POLICE DEPARTMENT	12	\$95.00	\$1,140.00
SECOND CHANCE ANIMAL SHELTER	12	\$30.00	\$360.00
PUBLIC SERVICE COMPLEX	4	\$25.00	\$100.00
SIGN SHOP (PW)	4	\$15.00	\$60.00
STONE STREET COMPLEX	4	\$15.00	\$60.00
STREET BUILDING (PW)	4	\$15.00	\$60.00
VEHICLE MAINTENANCE SHOP (PW)	4	\$20.00	\$80.00
WASTEWATER OFFICE	4	\$15.00	\$60.00
WWTP ELECTRICIAN BUILDING (SHOP ONLY)	4	\$15.00	\$60.00
WWTP MAINTENANCE BUILDING	4	\$15.00	\$60.00
TOTAL			\$6,980.00

PEST & RODENT CONTROL – CITYWIDE
B-23-05
BIDDER ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 1 Dated 5/11/23 // Add. No. _____ Dated _____

Add. No. 2 Dated 5/18/23 // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-23-05/Pest & Rodent Control – Citywide.

COMPANY NAME KERIN Solutions, LLC

ADDRESS 2644 Tree Meadow Loop

AUTHORIZED SIGNATURE 

PRINTED SIGNATURE Kenneth Kosciuk DATE _____

TELEPHONE # 407-814-4022 FAX # _____

EMAIL ken@kerinsolutions.com



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

**Pest & Rodent Control – Citywide
B-23-05
May 11, 2023
Addendum #1**

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Bid/Proposal package for the above-mentioned Bid/Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **Q:** What is the current price being charged for each location?
A: Current pricing indicated in Addendum #1 Attachment.
2. **Q:** What was the total amount the City spent on pest and rodent control during the last and current bid term?
A: The City spent \$5,854.00 on Pest & Rodent Control Services in FY 21-22 (more locations and services have been added for the current bid however).
3. **Q:** Are the follow-ups to check rodent traps included in the monthly fee?
A: Yes
4. **Q:** Does the City own rodent stations around the structures or are they owned by the current company? If the city does own them, how many do you have? If the City does not, can we charge for the stations?
A: The City has traps set up at the Police Station and some Parks & Recreation facilities, but they are rented from the current service provider. If rodent stations are required the fee should be incorporated into the monthly invoice and noted as a separate charge.
5. **Q:** On the location list sheet, Parks & Rec Trailer Park, what does that include?
A: The City has decided to remove this location from the service list, please ignore on price sheet.

Attachments: Addendum #1 Attachment

Please note that the proposal opening date and time remains **May 18, 2023 @ 2:00 P.M.**
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Coordinator

END OF ADDENDUM #1



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

**Pest & Rodent Control – Citywide
B-23-05
May 18, 2023
Addendum #2**

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Bid/Proposal package for the above-mentioned Bid/Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. The Bid & Performance Bond requirements have been removed.
2. The submission deadline has been extended to June 1, 2023 @ 2:00 P.M.
3. The question deadline has been extended to May 25, 2023 @ 5:00 P.M.

Please note that the proposal opening date and time has changed to June 1, 2023 @ 2:00 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Coordinator

END OF ADDENDUM #1

CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

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 DeLand, Florida:

By: KENNETH KOSCICKI (Authorized Individual's name and title)
OWNER

For: KERIN SOLUTIONS, LLC
(Name of Company/Individual submitting sworn statement)

2. Local Preference Eligibility:

- a. Vendor has been in business for a minimum of six (6) months prior to the date of bid. Yes or No?
- b. Vendor has attached proof of local business in the form of a business tax receipt from a local jurisdiction per City of DeLand Local Preference ordinance. Yes or No?

3. Job Openings:

- a. There will or there will not be job openings created by award of this contract; yes or no?
- b. Job openings related to award of this bid shall be advertised with:

Center for Business Excellence
846 Saxon Boulevard
Orange City, Florida 32763
(386) 323-7079
businessservices2@cbe-fve.org

- c. Verification receipt of job posting must be provided to the Finance Director within ten (10) days after the job advertisement has been released:

City of DeLand
Finance Director
120 South Florida Avenue
DeLand, Florida 32720

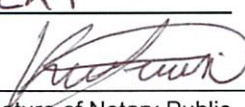
I understand that the submission of this form to the City of DeLand, Florida, is valid through the end of term of the awarded contract. I also understand that failure to notify the City of DeLand of a change in address out of the local area may result in breach of contract.

(Signature) 

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15th day of May, 2023,
by Kenneth Raymond Kosicki
(name of person making statement)

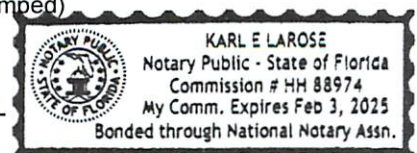
(NOTARY SEAL)

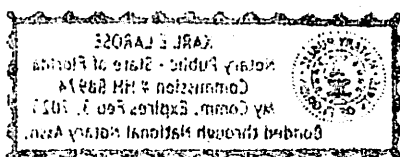

(Signature of Notary Public – State of Florida)

Karl E. Larose
(Name of Notary Typed, Printed, or Stamped)

Personally Known ✓ OR Produced Identification ✓

Type of Identification Produced FLDL





PROPOSER'S CERTIFICATION

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this

15th day of May, 2023.

By: [Signature]
Signature of Individual

KENNETH KOSCIICKI
Printed Name of Individual

[Signature]
Witness

Business Address 2644 Tree Meadow Loop

City/State/Zip Apopka, FL 32712

Business Phone Number 407-814-4022 Fax Number _____

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 15th day of May, 2023 by Kenneth Raymond Kosciicki, who is personally known to me or who has produced FLDL as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

Karl E. Larose
(Name of Notary Public: Print, Stamp, or Type as Commissioned)



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date May 21, 2022 File No. JB245674 Expires May 31, 2023

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: May 31, 2023 AT

2644 TREE MEADOW LOOP
APOPKA, FL 32712

KERIN SOLUTIONS, LLC
2644 TREE MEADOW LOOP
APOPKA, FL 32712

General Household Pest and
Rodent Control
Termite and Other WDO
Control

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

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here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KERIN SOLUTIONS, LLC
2644 TREE MEADOW LOOP
PEST CONTROL COMPANY FIRM

JB245674

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING May 31, 2023

Nicole Fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date May 21, 2022 File No. JB245674 Expires 2644 TREE MEADOW LOOP

THE NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS
OF CHAPTER 482 FOR THE PERIOD EXPIRING: 2644 TREE MEADOW
LOOP, APOPKA, FL 32712 AT

This permit, in conjunction with a valid business license

KERIN SOLUTIONS, LLC
2644 TREE MEADOW LOOP
APOPKA, FL 32712

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KERIN SOLUTIONS, LLC

This permit, in conjunction with a valid business license endorsed
with pest control operations in the Termite and Other Wood-
Destroying Organisms category, authorizes the licensee named above
to perform preventative termite treatments for new construction in
Florida as prescribed by law.

JB245674

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING 2644 TREE MEADOW LOOP, APOPKA, FL 32712

Nicole Fried Signature
COMMISSIONER
Department of Agriculture and Consumer
Services
Florida Department of Agriculture & Consumer Services
Bureau of Licensing and Enforcement
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 21, 2022

File No.
JE175120

Expires
May 31, 2023

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 31, 2023 AT

KERIN SOLUTIONS, LLC
APOPKA, FL 32712

KENNETH KOSCICKI
KERIN SOLUTIONS, LLC
2644 TREE MEADOW LOOP
APOPKA, FL 32712

Certified Operator
Wood Destroying Organism
Inspector

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KENNETH KOSCICKI
KERIN SOLUTIONS, LLC
ID CARD HOLDER

JE175120 Certified Operator
Wood Destroying Organism Inspector

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 31, 2023

nicole fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 21, 2022

File No.
JE196255

Expires
May 31, 2023

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 31, 2023 AT

KERIN SOLUTIONS, LLC
APOPKA, FL 32712

ROBERTO SEPULVEDA
KERIN SOLUTIONS, LLC
2644 TREE MEADOW LOOP
APOPKA, FL 32712

Regular

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROBERTO SEPULVEDA
KERIN SOLUTIONS, LLC
ID CARD HOLDER

JE196255

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 31, 2023

nicole fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
October 11, 2022

File No.
JE332224

Expires
May 31, 2023

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May
31, 2023

AT

KERIN SOLUTIONS, LLC
APOPKA, FL 32712

ERIN MICHELLE KOSCICKI
KERIN SOLUTIONS, LLC
2644 TREE MEADOW LOOP
APOPKA, FL 32712

Wood Destroying Organism
Inspector

Nicole "Nikki" Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ERIN MICHELLE KOSCICKI
KERIN SOLUTIONS, LLC
ID CARD HOLDER

JE332224

Wood Destroying Organism Inspector

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING May 31, 2023

Nicole "Nikki" Fried
COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
June 5, 2022

File No.
JF217900

Expires
June 1, 2023

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 1, 2023

KENNETH KOSCICKI
2644 TREE MEADOW LOOP
APOPKA, FL 32712

General Household Pest and
Rodent Control
Termite and Other WDO
Control

Nicole "Nikki" Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

KENNETH KOSCICKI
CERTIFIED PEST CONTROL OPERATOR

JF217900

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 1, 2023

Nicole "Nikki" Fried Signature
COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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 Select Insurance Agency, Inc. 676A White Plains Rd. Scarsdale NY 10583	CONTACT NAME: Certificate Department	
	PHONE (A/C, No. Ext): 914-337-2240	FAX (A/C, No): 914-337-2219
	E-MAIL ADDRESS: certificates@selectagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Imperium Insurance Company	35408
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 371743938 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			IIC-GL-08207-01	12/17/2022	12/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			IIC-EX-01088-01	12/17/2022	12/17/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						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**CANCELLATION**

Proof of Insurance USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

KERIN Solutions, LLC

(CONTRACTOR)

2644 Tree Meadow Loop

(PRINCIPAL CONTRACTOR ADDRESS)

Apopka, FL 32712

(PRINCIPAL CONTRACTOR ADDRESS 2)

407-814-4022

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Platte River Insurance Company

(SURETY)

1600 Aspen Commons, STE 300

(SURETY ADDRESS)

Middleton, WI 53562

(SURETY ADDRESS 2)

516-295-6081

(TELEPHONE NUMBER)

AM Best #: 012488, NAIC #: 18619, FEIN #: 560997453

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Nebraska and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand Commissioners, (hereinafter called "Obligee"), in the penal sum of

Five Percent of the Principals Bid Amount Dollars and no cents (\$ 5% of the Principals Bid Amount),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for « Pest & Rodent Control – Citywide », Bid No. « B-23-05 » in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or

bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such service for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Oblige of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 15th day of May, 2023, all pursuant to due authorization.

KERIN Solutions, LLC

(Seal)

Principal

Kenneth Kosicki, President

By

Surety

Platte River Insurance Company

By

As Attorney-in-Fact (Attach Power of Attorney)

Jeffrey W. Price

STATE OF New York)

COUNTY OF Nassau) S.S.

I, Mary Price, a Notary Public in and for the State and City aforesaid, do hereby certify that Jeffrey W. Price, and Kenneth Kosicki, whose names are signed to the foregoing bond, this day personally appeared before me in my State and City aforesaid and acknowledged the same. Given under my hand and seal this 15th day of May, 2023.

Mary Price

NAME OF NOTARY PUBLIC (PRINTED)

SIGNATURE OF NOTARY PUBLIC

New York
STATE

01PR5056603

COMMISSION NUMBER

MY COMMISSION EXPIRES: March 4, 2026

MARY PRICE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR5056603
Qualified in Nassau County
My Commission Expires March 4, 2026

(AFFIX SEAL or STAMP)



NOTARY PUBLIC STATE OF NEW YORK
Registration No. 0187303602
Qualified in Nassau County
The Commission Expires March 1, 2011

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2021

Admitted Assets

Cash and invested assets:	
Bonds	\$ 187,000,609
Common stocks	5,283,888
Cash, cash equivalents and short-term investments	12,001,112
Total cash and invested assets	<u>204,285,609</u>
Investment income due and accrued	968,316
Uncollected premiums and agents' balances in course of collection	1,425,844
Deferred premiums, agents' balances and installments booked but deferred and not yet due	3,399,416
Amounts recoverable from reinsurers	118,223
Current federal and foreign income tax recoverable and interest thereon	97,850
Net deferred tax asset	2,741,886
Total admitted assets	<u>\$ 213,037,144</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 71,162,759
Reinsurance payable on paid losses and loss adjustment expenses	4,993,399
Loss adjustment expenses	13,130,193
Commissions payable, contingent commissions and other similar charges	1,271,189
Other expenses (excluding taxes, licenses and fees)	114,687
Taxes, licenses and fees (excluding federal and foreign income taxes)	265,979
Unearned premiums	31,895,762
Advance premium	10,818
Ceded reinsurance premiums payable (net of ceding commissions)	(3,243,591)
Amounts withheld or retained by company for account of others	31,397,554
Payable to parent, subsidiaries and affiliates	4,080,769
Other liabilities	41,963
Total liabilities	<u>155,121,481</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	22,375,756
Surplus as regards policyholders	<u>57,915,663</u>
Total liabilities and capital and surplus	<u>\$ 213,037,144</u>

I, John L. Sennott Jr., CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2021, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr.

John L. Sennott Jr.
CEO & President



**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

PR2744911

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

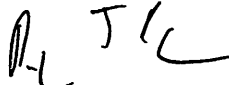
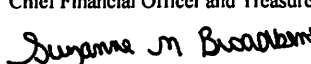
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

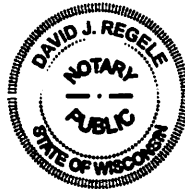


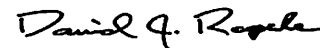
PLATTE RIVER INSURANCE COMPANY


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of May, 2023




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

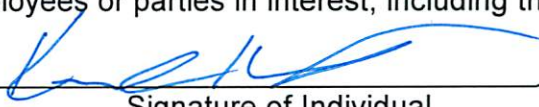
NON-COLLUSION AFFIDAVIT

State of Florida)

County of Orange)

Kenneth Raymond Koscicki being first duly sworn, deposes and says that:

- (1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of KERIN Solutions, LLC, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) 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 Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: 
Signature of Individual
Kenneth Koscicki
Printed Name of Individual
Owner
Title of Individual

Signed, sealed and delivered in the presence of:

Laprice Birch
Witness


Witness

State of Florida
City of Apopka

The foregoing instrument was acknowledged before me this 15th day of May, 2023 by Kenneth Raymond Kosicki, who is personally known to me or who has produced FIDEL as identification and who did (did not) take an oath.

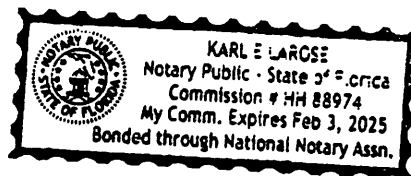
WITNESS my hand and official seal.

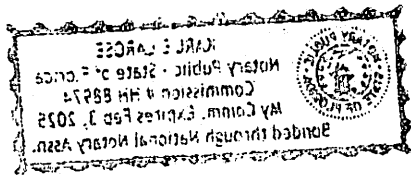
Karl E. Larose

NOTARY PUBLIC

Karl E. Larose

(Name of Notary Public: Print, Stamp, or Type as Commissioned)





CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF Apopka

BEFORE ME, the undersigned authority, personally appeared Kenneth Raymond Kosicki, who, being by me first duly sworn, made the following statement:

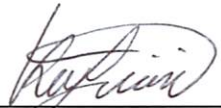
1. The Business address of 2644 Tree Meadow Loop, Apopka, FL 32712 (name of bidder or Contractor) is KERIN Solutions, LLC.
2. My relationship to KERIN SOLUTIONS, LLC (name of bidder or Contractor) is OWNER (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. KERIN Solutions, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. KERIN Solutions, LLC (name of the bidder or Contractor) is not 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, Florida Statutes.
7. KERIN Solutions, LLC (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.



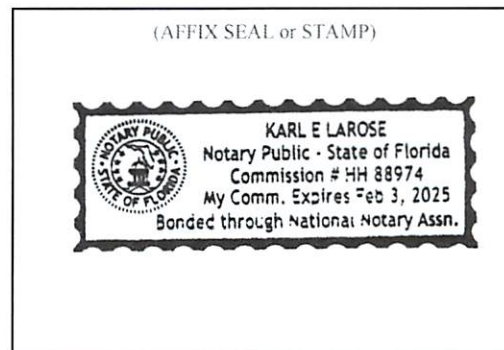
Signature

Sworn to and subscribed before me in the state and City first mentioned above on the 15th
day of May, 2023.



Notary Public

My commission expires: Feb 3, 2025



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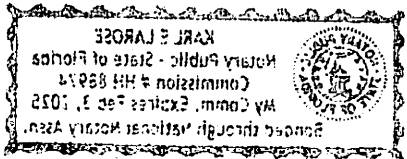
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PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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

Acknowledged: 

Date: 5/15/23

**CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) 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."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

KERIN Solutions, LLC

Business Name

B-23-05 PEST & ROODENT CONTROL CITYWIDE
Bid Number and Name


Authorized Representative's Signature

5/15/23
Date

Kenneth Kosicki

Name

Owner

Position

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.

KERIN Solutions, LLC

Company



Authorized Signature

Kenneth Koscicki - Owner

Printed Name & Title

ken@kerinsolutions.com

Email

2644 Tree Meadow Loop

Address

Apopka, FL 32712

City, State, Zip Code

407-814-4022

Telephone No.

Fax No.

State of Florida)
City of Apopka)

SUBSCRIBED AND SWORN to before me this 15th day of May, 2023 by

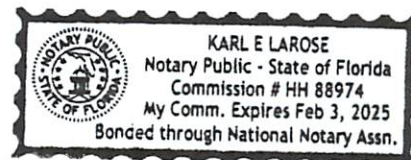
Kenneth R. Koscicki, who is personally known to me to be the

owner for the Firm, OR who produced the following

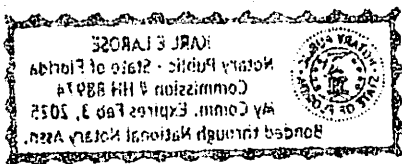
identification: FL DL

Notary Public





My Commission Expires: Feb 3, 2025



REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Lake County Florida
 Date of Services: 4/1/2018 - Present
 Description of Services: Pest Control Services and Termites for over 120 county owned buildings
 Street Address: 32400 Country Road 473
 City, State, ZIP Code: Leesburg, FL 34788
 Telephone #: 352-253-4974 Fax #: _____
 Contact Person: Chuck Morris Email: charles.morris@lakacountyfl.gov

Ref #2. Customer/Client: Sullivan Properties
 Date of Services: 11/1/2017 - Present
 Description of Services: Pest Control and Termites for several properties around Orlando
 Street Address: 101 S. Garland Ave.
 City, State, ZIP Code: Orlando, FL 32801
 Telephone #: 407-456-9283 Fax #: _____
 Contact Person: Jeri Ivins Email: jeri.ivins@sullivanpropertiesinc.com

Ref #3. Customer/Client: The Fountains Bluegreen Resorts
 Date of Services: 4/1/2018 - Present
 Description of Services: Pest Control for resort with over 800 rooms encompassing over 10 buildings
 Street Address: 7111 Crossland Dr.
 City, State, ZIP Code: Orlando, FL 32821
 Telephone #: 889-252-4814 Fax #: _____
 Contact Person: Tony DelRios Email: Anthony.DelRios@bluegreenvacations.com

Ref #4. Customer/Client: City Of Groveland
 Date of Services: 7/1/2021 - Present
 Description of Services: Pest Control for city owned properties
 Street Address: 156 South Lake Ave.
 City, State, ZIP Code: Groveland, FL 34736
 Telephone #: 352-429-2141 Fax #: _____
 Contact Person: Latisia Whittle Email: latisia.whittle@groveland-fl.gov

Ref #5. Customer/Client: TMFB
 Date of Services: 5/1/21 - Present
 Description of Services: Pest Control for several locations in Central Florida
 Street Address: 815 Harding St.
 City, State, ZIP Code: Orlando, FL 32806
 Telephone #: 407-766-8086 Fax #: _____
 Contact Person: Mark Moravec Email: mark@tmfb.com

CONTRACTOR NAME KERIN Solutions, LLC

ADDRESS 2644 Tree Meadow Loop, Apopka, FL 32712

PRINTED SIGNATURE Ken Morris

AUTHORIZED SIGNATURE [Signature]

TELEPHONE # 407-814-4022

FAX# _____

DATE 5/15/23

EMAIL: ken@kerinsolutions.com

Massey Services Inc.		
	SERVICES	SERVICE

*Note: All bids are subject to review and tabulation is not final.

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Approval for Sale & Consumption of Alcoholic Beverages on City Property for the DeLand Abbey Bar.

DEPARTMENT: Admin Services

PREPARED BY: Kieu Moses, Risk Manager, Michael Grebosz, Asst. City Manager

ATTACHMENTS: DeLandtoberfest Site Map 2023

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

The DeLand Octoberfest event organized by DeLand Abbey Bar is scheduled for Saturday, September 30, 2023. The organizer is requesting the sale and consumption of beer and wine for the event on East Indiana Avenue (from Woodland Boulevard to Alabama Avenue). The organizer is requesting that the entire event footprint be authorized for alcohol consumption. In accordance with City policy Section 3-15, "On any city property other than parks, the city manager may grant approval of a written request for the consumption of alcoholic beverages for any event which has been previously approved by the City Commission, so long as the event is proposed in substantially similar fashion as when previously approved." In this instance, the event has not been previously approved by the City Commission, therefore Commission approval is required. The proposal to use East Indiana Avenue (from Woodland Boulevard to Alabama Avenue) for this activity has been initially reviewed and approved by the Police Department. The security proposal submitted by the organizer will insure that people consuming alcohol do not leave the defined area is acceptable to City staff. Public access to businesses/residences for non-event attendees has been addressed by the event organizer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the consumption and sale of alcohol beverages (beer and wine) on East Indiana Avenue (from Woodland Boulevard to Alabama Avenue) DeLand Octoberfest event scheduled for Saturday, Sept. 30, 2023.

BACKGROUND/DISCUSSION:

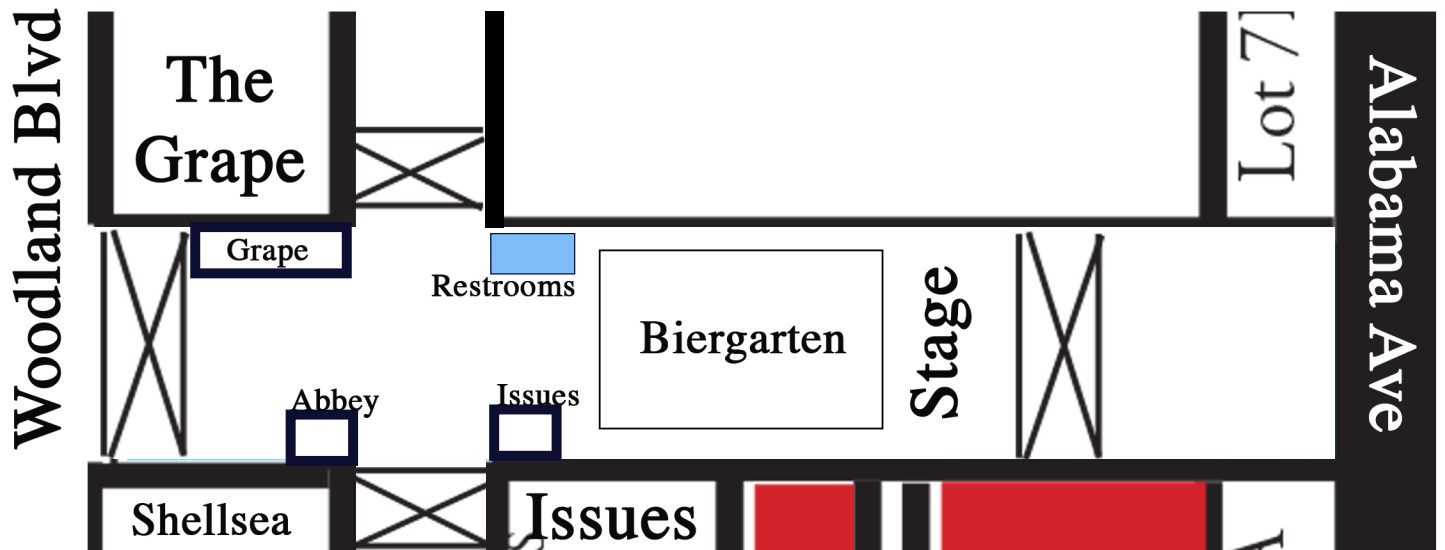
DeLand Abbey Bar is requesting Commission approval for the sale and consumption of alcoholic beverages on East Indiana Avenue from Woodland Boulevard to Alabama Avenue in accordance with City policy Section 3-15.

EVENT MAP

2023 DeLandtoberfest



East Indiana
Saturday, September 30, 2023
12pm Closure
12pm Setup
4pm Event Start
11pm Street Reopen



CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Approval of Property/Casualty, General Liability, Auto Insurance, Worker's Compensation and Ancillary Coverage Renewal.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: WRM-PRMAgreement

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

This year's renewal from World Risk Management/Public Risk Management of Florida (WRM/PRM) includes the following lines of insurance: Property (bundling property, crime, inland marine, auto physical damage and boiler and machinery), Liability (general liability, auto liability, public officials, and employment and law enforcement liability), Cyber Liability, Workers Compensation, Excess Crime, Pollution, Airport and Property excluding wind.

The renewal reflects an increase in premium due in part to the current re-insurance market, increase in property value/exposure and an increase in city payroll.

All premium proposals are listed below, including ancillary coverages for Cyber Liability, Excess Crime, Pollution.

Property & Crime

The premium for Property and Crime coverage increased by 50% due to an increase in rate and property value, claims history and exposure for Property Insurers. The premium amount quoted is \$740,531.00.

Boiler & Machinery

The premium for Boiler & Machinery coverage increased by 28% due to claim losses. The premium quoted is \$21,878.00.

Liability

The liability market has been fairly stable except for Law Enforcement & Auto. For Auto Liability, vehicle repairs have seen an overall increase due to the unavailability of parts. Distracted driving has also driven up claims in the pool. Liability increased 12% due to claims history and increased payroll. The premium quoted is \$274,731.00.

Workers Compensation

The workers compensation premium showed an 8% increase due to claims and an increase in payroll. The premium amount quoted is \$237,696.00.

Excess Crime

The excess crime premium showed a 6.8% at \$5,364.00.

Ex-Wind Property

The ex-wind property rate increased to 33.9% for the same reason the property premium increased. The premium amount quoted is \$50,189.00.

Pollution

Pollution liability premium showed a 1.5% increase. The premium amount quoted is \$27,555.00.

Cyber Liability

The cyber liability coverage has evened out from the previous year with an increase of 5% increase in premium and deductible of \$75,000.00. The premium quoted is \$23,629.00.

Drone

Drone liability premium showed a 4.3% increase. The premium amount quoted is \$2,259.

Airport

Airport premium remains the same at \$4,370.00.

*** Premiums are subject to change based on increases/decreases to payroll, property exposure and claim history***

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Total amount for coverage with WRM/PRM is \$1,369,079.00. This amount includes the WRM pool participation credit of \$19,123.00 for FY 23-24. The dollar figure will be allocated by fund (General/Enterprise/CRA) according to a cost share formula produced by the Finance Department.

The following compares the FY 23/24 budget to the amounts noted above:

<u>Insurance Coverage</u>	<u>FY 23/24 Budget</u>	<u>Actual Above</u>	<u>Variance</u>
Property & Crime	\$605,741	\$740,531	(\$134,790)
Boiler & Machinery	\$20,503	\$21,878	(\$1,375)
Liability	\$276,653	\$274,731	\$1,922
Workers Compensation	\$244,471	\$237,696	\$6,775
Excess Crime	\$6,028	\$5,364	\$664
Ex-Wind Property	\$44,980	\$50,189	(\$5,209)
Pollution	\$32,578	\$27,555	\$5,023
Cyber Liability	\$28,660	\$23,629	\$5,031
Drone	\$2,407	\$2,259	\$148
Airport	\$5,664	\$4,370	\$1,294
Credit	\$0	(\$19,123)	\$19,123
Total	\$1,267,685	\$1,369,079	(\$101,394)

A future budget amendment for FY 23/24 will be required to be presented to the City Commission for approval to adjust the insurance amounts to anticipated actual.

RECOMMENDATION:

It is recommended that the City Commission approve the recommendation to purchase the WRM/PRM Property (bundling property, crime, inland marine, auto physical damage) Boiler & Machinery, Liability (general liability, auto liability, public officials, and employment and law enforcement liability), Cyber Liability, Workers Compensation, Excess Crime, Pollution, Airport and Property excluding wind.

BACKGROUND/DISCUSSION:

The City of DeLand has been with the WRM/PRM insurance program since 2014. The City has enjoyed a smooth level of service with rapid reimbursements from WRM/PRM across all lines of policies purchased.



PROPOSAL PRICING & BINDING AUTHORITY

AFTER CAREFUL CONSIDERATION OF THE REFERENCED PROPOSAL, WE ACCEPT YOUR INSURANCE PROGRAM AS INDICATED WITH AN "X" BELOW: SEPARATELY

PROPERTY & CASUALTY COVERAGES PRM GL/LEL/AL/E&O DEDUCTIBLE: \$50,000	PREMIUM BREAKDOWN			BIND	
	2022 - 2023	2023 - 2024	% CHANGE	YES	NO
PRM PROPERTY & CRIME	\$492,472	\$740,531			
PRM EQUIPMENT BREAKDOWN	\$17,087	\$21,878			
PRM GL/LEL/AL/E&O	\$245,157	\$274,731			
PRM WORKERS' COMPENSATION	\$219,423	\$237,696			
PREFERRED MEMBER PARTICIPATION CREDIT	-\$14,612	-\$19,123			
GRAND TOTAL	\$959,527	\$1,255,713	30.87%		
OPTIONAL/ANCILLARY COVERAGES-					
POLLUTION LIABILITY	\$27,146	\$27,555			
CYBER LIABILITY INVOICED SEPARATELY BY WRM	\$22,504	\$23,629			
DRONE INVOICED SEPARATELY BY WRM	\$2,166	\$2,259			
AIRPORT LIABILITY INVOICED SEPARATELY BY WRM (3 ANNUAL INSTALLMENTS)	\$4,370	\$4,370			
EXCESS CRIME @ \$1,500,000 EXCESS OF \$525,000 INVOICED SEPARATELY BY WRM	\$5,023	\$5,364			
NON WIND ONLY PROPERTY	\$37,483	\$50,189	33.90%		

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

SIGNED BINDING AUTHORITY TO BE RETURNED BY 09/15/2023

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re DeLand Police Athletic League FY 2023-2024 Agreement Renewal and MOU.

DEPARTMENT: Police

PREPARED BY: Rebecca Ackerman, Project Cord.

ATTACHMENTS: Funding and Operations Agreement 12-06-21, DPAL Amendment Funding and Operations Agreement, MOU DPAL Re The Employment of a DPAL Director and Annual Grant

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

Approval of DeLand Police Athletic League Funding and Operations Agreement Renewal and MOU Regarding the Employment of a DPAL Director and Annual Grant.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

The DPAL Director's salary is \$66,022. DPAL shall reimburse the City the sum of \$5,106.40 as a monthly reimbursement (\$61,276.80 annual) toward the cost of the salary. The City shall pay DPAL \$67,000 towards their operating expenses and programs, which is included in the FY 23/24 budget.

RECOMMENDATION:

It is recommended that the City Commission approve the DeLand Police Athletic League Funding and Operations Agreement Renewal and the MOU Regarding the Employment of a DPAL Director and Annual Grant.

BACKGROUND/DISCUSSION:

When the Sheriff cut funding for the local police athletic league, formerly named the West Volusia Police Athletic League, Inc., the City of DeLand and its Police Department stepped in and, amongst other things, hired a program director and placed him on the City's payroll. DPAL does reimburse the City for the labor expenses. The local police athletic league, which has been in existence for years, formally changed its name this year to the DeLand Police Athletic League, Inc. As the City and DPAL plan for this to be a long relationship, City staff felt it best to adopt a formal agreement regarding the relationship between the City and DPAL and the expectations of both. Toward that end, the Operations Agreement agreed upon December 6, 2021 has a one-year term but provides that the City Manager can approve annual renewals. The Operations Agreement provides for a separate memorandum of understanding (MOU) which will be

executed every fiscal year. This MOU will identify the amount that DPAL will reimburse the City for the program director and will also identify and grant funding that the City can provide to DPAL.

**CITY OF DELAND AND DELAND POLICE ATHLETIC LEAGUE, INC.
FUNDING AND OPERATIONS AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into this 6th day of December, 2021, by and between the CITY OF DELAND, a Florida municipal corporation (the "City"), whose mailing address is City Hall, 120 South Florida Avenue DeLand, Florida 32720, and the DELAND POLICE ATHLETIC LEAGUE, INC., a Florida non-profit/IRS 501(c)(3) corporation (the "DPAL"), whose principal address is 1706 South Woodland Boulevard, DeLand, Florida 32720 and whose mailing address is Post Office Box 3642, DeLand, Florida 32721-0569, (the City and DPAL are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the City has entered this Agreement with the DPAL in order that affordable youth crime prevention programs will create trust and understanding between police officers and youth and to provide a safe and secure environment for residents in its community; and

WHEREAS, the mission of the DPAL is to provide quality athletic and educational activities for at-risk children in the Greater DeLand Area at low or no cost to the participant; and

WHEREAS, the DPAL is based on the strong belief that youth sports programs help instill positive social and moral values as well as discipline, and that this contributes significantly to the reduction of juvenile delinquency; and

WHEREAS, the City and the DPAL believe that if young people are reached early enough in their journey through life, they can develop a strong, positive attitude toward law enforcement and achieve their goals of adulthood and good citizenship; and

WHEREAS, the City and DPAL recognize that the DPAL's programs will provide the community a safe and nurturing environment for young people to develop positive attitudes towards police officers and become good citizens; and

WHEREAS, the City and the DPAL recognize that by participating in athletics, participants develop teamwork, leadership skills, self-esteem, confidence and learn goal-oriented skills and are deterred from gangs and juvenile crime; and

WHEREAS, the City and the DPAL recognize that youth interacting with police in the positive environment of the DPAL's activities will help to develop a more positive view of law enforcement and expanded awareness about the role of a police officer; and

WHEREAS, it is in the best interests of the City and the DPAL to provide organized sports programming in an atmosphere that fosters police community cooperation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DPAL understand as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

Section 2. Services Provided by DPAL. The DPAL will provide a wide array of services to children in the DeLand area in accordance with its mission statement. Such services may include a diverse array of sports and recreational programs, economic assistance of various types and natures based on established income guidelines, report cards or progress reports reviews to evaluate participants in programs and to compile data, after school/tutorial programs and other educational programs, identifying “at risk” youth ages, providing training to volunteers, disseminating social services and economic assistance information, developing community minded activities for participants and partnering with the DeLand Police Department (the “DPD”) to provide additional educational training such as drug abuse resistance education and gang resistance education and training.

Section 3. Employment of DPAL Director. The City will employ the DPAL Director who shall be assigned to work on a regular weekly basis (with the exception of typical time off due to illness or vacation, etc.) for a total of approximately 2080 hours per year. The parties recognize that various circumstances may reduce the total amount of time that the PAL Director is able to spend running the day-to-day operations of the DPAL, but the parties intend that the DPAL Director will serve as a full-time director.

A. Director’s Job Duties. The DPAL Director will perform the following functions for PAL:

- Manage staff (which is typically always understaffed by the nature of being a non-profit), for fundraising, implementing new programs and working with PAL’s Board of Directors (hereinafter the “Board”).
- Obtain background checks on all volunteers who will be working with children in PAL programs.
- Attend community meetings and speak at other charity benefits to promote PAL.
- Develop strategic plans and set the goals for all PAL programs.
- Schedule regular meetings with the Board to share updates on financial issues, planning, and happenings within the organization.
- Maintain the annual corporate filings with the State of Florida, maintain and update the bylaws as necessary, facilitate adherence to the conflict of interest policy, keep minutes of meetings of the Board, assist with maintenance of financial records to include keeping track of daily expenditures and revenues, ensure that IRS Form 990 is

prepared and filed by a certified public accountant and render appropriate assistance to PAL's accountants, ensure that all required insurance policies are maintained, and generally ensure that all corporate requirements necessary to maintain not-for-profit status are satisfied.

- Make day-to-day operational decisions.
- Work directly with PAL staff (when available) with implementing programs, building /maintenance issues and addressing concerns from stakeholders.

As with any non-profit agency, the duties of the PAL Director will be ever changing in order to accomplish PAL's goals and objectives, and the parties recognize that the foregoing list is not intended to be an all-inclusive or rigid job description.

B. Management of DPAL Director. The DPAL Director will necessarily receive some direction from the Board but in no event should individual members of the Board attempt to give instructions to the DPAL Director. All Board issued directives should be issued by the Board following meetings of the Board. Any employment or human resources related issues related to the DPAL Director's job performance should be addressed by the Board to the DPD Chief of Police or his designee. Ultimate supervisory responsibility for the DPAL Director shall be and remain with DPD and the City.

C. Reimbursement of DPAL Director Expense. DPAL will reimburse the City the monthly, on or before the 10th day of each month for the previous month's service of the DPAL Director. The amount of the reimbursement shall be set annually by separate MOU between the City and the DPAL. The Parties desire to make clear that the DPAL Director is an employee of the City, assigned to the DPD, and is not an employee of the DPAL. Thusly, in no event will the DPAL be responsible to pay any compensation whatsoever to the DPAL Director nor be responsible to maintain workers compensation insurance for the DPAL Director nor provide any other form of benefit whatsoever.

D. Program Accountability. Due to the fact that a City / DPD employee will be serving as the DPAL Director, and given the close relationship between DPD and the DPAL, it is of paramount importance that the administration of all DPAL sponsored programs and activities operate with professionalism and accountability. The DPAL Director shall strive to ensure that all persons involved with DPAL programs, whether as employees, volunteers, or on assignment from other public or private organizations, are appropriately vetted and operate in a manner appropriate to a police athletic league organization which is affiliated with a law enforcement agency. If the DPAL Director identifies issues in this regard, the DPAL Director will take appropriate action to rectify such issues and report same to both the Board and the DPAL Director's supervisor at the DPD.

Section 4. Grant to DPAL. The City agrees to provide a grant to the DPAL through the use of available funds in either the City's Law Enforcement Trust Fund or any other funds available to the City. Such funds will be used for mission and purposes of the DPAL as set forth herein. The

amount of the grant, if any, shall be determined annually by the City and set forth in a separate MOU between the City and the DPAL.

Section 5. Term; Termination.

(a). The term of this Agreement shall begin on October 1, 2021, the dates of the signatures hereof notwithstanding, and end on September 30, 2022. Prior to the end of this Agreement, the scope of services provided herein and the corresponding costs for services will be reevaluated based on needs of the City for the 2022 fiscal year. Renewal of this Agreement shall be for successive one year terms upon written consent of all parties to the Agreement. The City hereby delegates authority to the City Manager of the City to enter extensions of this agreement and memorandums of understanding (MOU) which MOUs shall provide for the annual funding level of the City consistent with the budgetary actions of the City Commission of the City each fiscal year.

(b). Either Party may cancel this Agreement, with or without cause, at any time with 30 days written notice to the other Party.

Section 5. Ratification of Acts. The prior actions of the City and the DPAL in the implementation of the aforescribed programs, and funding matters relating thereto, as well as the relationship between the City and the DPAL are hereby ratified and affirmed.

Section 6. Records.

(a). The City and the DPAL shall keep such records and accounts as may be necessary to support the cost of services provided to the City in accordance with this Agreement, including but not limited to records and documents pertaining to the selection of third-party service providers. Such books and records will be available at all reasonable times for examination and audit by the City and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to be performed pursuant to this Agreement.

(b). **IF THE DPAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DPAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, JULIE A. HENNESSY, MMC, CITY CLERK, CITY OF DELAND, CITY HALL, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, HENNESSY@DELAND.ORG.**

Section 7. Background Checks. In accordance with controlling law, a background screening is required for specifically identified individuals performing certain functions that have direct or indirect contact with children such as, but in no way limited to, Section 943.0542, *Florida Statutes*, and the National Child Protection Act (1993). The DPAL shall ensure that all such screening occurs.

Section 8. Use of City Facilities. The City maintains and operates certain existing public facilities, such as recreational facilities. The City may make its facilities available for use by the DPAL by means of MOUs. The City Manager is delegated authority to approve MOUs on behalf of the City.

Section 9. Parent or Guardian Consent. In addition to the registration forms and other forms required for implementing the programs of the DPAL in accordance with sound and generally accepted administrative standards and principals, the DPAL shall be responsible for securing the necessary forms required for participants to participate in the event or sport. These forms shall include, but are not limited to, approval by the parents or guardians of these participants for participation in the DPAL's programs.

Section 10. Insurance; Sovereign Immunity. The DPAL shall, at its own cost and expense, secure and maintain during the entire term of this Agreement and any extended term of this Agreement, public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with DPAL's operations and use of the City's facilities in accordance with the coverage types and limits as established by the City's risk manager. The policy, or each policy if more than one, shall name the City as an additional insured and shall be issued by either a Florida admitted insurer or similar entity, formed for the purpose of providing insurance coverage to public entities. Insurance coverage shall include sex abuse insurance. The City shall, at all times, be protected under the laws of the State of Florida relating to sovereign immunity including, but not limited to, the provisions of Section 768.28, *Florida Statutes*, and no provision of this Agreement shall be deemed, in any way, to constitute or imply any waiver of such protection by the City.

Section 11. Reporting. The DPAL shall provide an annual report to the City by February 1 of each year detailing how the programs of the DPAL functioned during the prior year.

Section 12. Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof.

Section 13. Amendments. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing and executed by the City and DPAL and duly approved by each part.

Section 14. Third-Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third-party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 15. Construction. The Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 16. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Volusia County, Florida.

Section 17. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

Section 18. Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

Section 19. Independent Contractor. In performing its obligations hereunder, the DPAL and its officers, employees and agents, shall be deemed an independent contractor and not an agent or employee of the City.

Section 20. Assignment. Neither this Agreement, or any interest herein, shall be assigned, transferred or otherwise encumbered by the City or the DPAL without the prior written consent of the other Party.

Section 21. Notices.

(a). Whenever any Party desires or is required by this Agreement to give notice to the other Party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the Party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

(b). Whenever either Party desires to give notice unto the other, notice shall be sent to:

For the City:	Jason D. Umberger
	Chief of Police
	219 W. Howry Avenue
	DeLand, FL 32720

With a copy to:

Michael Pleus, ICMA-CM
City Manager
City Hall
120 South Florida Avenue
DeLand, Florida 32720

and

Darren J. Elkind, Esquire
City Attorney
142 E. New York Avenue
DeLand, Florida 32724

For the DPAL:

DeLand Police Athletic League, Inc.
1706 South Woodland Boulevard
DeLand, Florida 32720

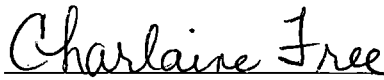
Section 22. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their undersigned officials as duly authorized.

SIGNATURE BLOCKS FOLLOW:

ATTEST:

**DELAND POLICE ATHLETIC
LEAGUE, INC.**

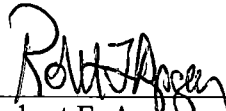


Charlaïne Free
Secretary



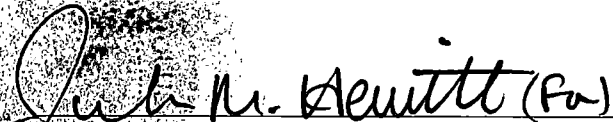
Fred H. Kaiser
President

CITY OF DELAND



Robert F. Apgar
Mayor - Commissioner
Dated: 12-06-21

ATTEST:



Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind, City Attorney

**AMENDMENT TO CITY OF DELAND AND
DELAND POLICE ATHLETIC LEAGUE, INC.
FUNDING AND OPERATIONS AGREEMENT**

THIS AMENDMENT TO THE DELAND POLICE ATHLETIC LEAGUE AGREEMENT is made and entered into this 18th of September, 2023, by and between the CITY OF DELAND, a Florida municipal corporation (the “City”), whose mailing address is City Hall, 120 South Florida Avenue DeLand, Florida 32720, and the DELAND POLICE ATHLETIC LEAGUE, INC., a Florida non-profit/IRS 501(c)(3) corporation (the “DPAL”), whose principal address is 1706 South Woodland Boulevard, DeLand, Florida 32720 and whose mailing address is Post Office Box 3642, DeLand, Florida 32721-0569, (the City and DPAL are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City and the DPAL entered into that certain Agreement (the “Agreement”); and

WHEREAS, the City and the DPAL desire to extend the term of the Agreement for the 2023-2024 fiscal year; and

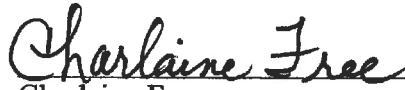
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DPAL agree as follows:

1. The foregoing preamble is incorporated herein and forms a material part of this Agreement.
2. Section 5 “Term; Termination” of the Agreement is amended to extend the term of the Agreement from October 1, 2023, to September 30, 2024.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their undersigned officials as duly authorized.

SIGNATURE BLOCKS FOLLOW:

ATTEST:



Charlaïne Free
Secretary

**DELAND POLICE ATHLETIC
LEAGUE, INC.**



Fred H. Kaiser
President

CITY OF DELAND

Christopher M. Cloudman
Mayor - Commissioner
Dated: _____

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF DELAND AND DELAND POLICE ATHLETIC LEAGUE, INC.
REGARDING THE EMPLOYMENT OF A DPAL DIRECTOR & ANNUAL GRANT**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into this 18th day of September, 2023, by and between the CITY OF DELAND, a Florida municipal corporation (the “City”), whose mailing address is City Hall, 120 South Florida Avenue DeLand, Florida 32720, and the DELAND POLICE ATHLETIC LEAGUE, INC., a Florida non-profit/IRS 501(c)(3) corporation (the “DPAL”), whose principal address is 1706 South Woodland Boulevard, DeLand, Florida 32720 and whose mailing address is Post Office Box 3642, DeLand, Florida 32721-0569, (the City and DPAL are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City has entered into a separate Funding and Operations Agreement with the DPAL in order that affordable youth crime prevention programs will create trust and understanding between police officers and youth and to provide a safe and secure environment for residents in its community; and

WHEREAS, the Funding and Operations Agreement provides, amongst other things, that the City will employ a director to run the day to day operations of DPAL; and

WHEREAS, the City is authorized by law to make available to DPAL grant funds derived from confiscated funds in the possession of the City, and the Funding and Operations Agreement provides for an annual grant by the City to the DPAL; and

WHEREAS, the DPAL will reimburse the City the amounts set forth herein to defray the City’s expense with respect to the employment of the DPAL Director; and

NOW, THEREFORE, in consideration of the mutual understandings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DPAL understand as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated in this MOU by reference.

Section 2. Intent. The intent of this MOU is to provide the terms and conditions by which the DPAL will continue to provide funding for the City’s employment of a DPAL Director position in order to implement, in part, the joint goals of the City and the DPAL.

Section 3. Supplement to City Salary; Reimbursement.

(a). The City shall be responsible for engaging the appropriate staff person to serve as the PAL Director in order to implement the joint goals of the City and the DPAL. The PAL Director may be a sworn or unsworn law enforcement officer of the City.

(b). DPAL shall reimburse the City the sum of \$5,106.40 as a monthly reimbursement for the City's salary paid to the PAL Director.

Section 4. Grant to DPAL. The City hereby awards to and will pay to the DPAL a grant in the sum of \$40,000.00 for the term of this MOU (Fiscal Year 2023-2024).

Section 5. Ratification of Acts; Term.

(a). The prior actions of the City and the DPAL in the implementation of the aforementioned programs, and funding matters relating thereto, are hereby ratified and affirmed.

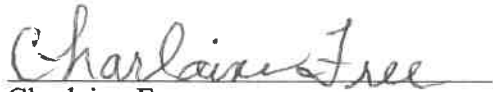
(b). The term of this MOU shall begin on October 1, 2023, notwithstanding the date of the execution hereof, and shall terminate at the end of the City's Fiscal Year 2023-2024 which is September 30, 2024.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their undersigned officials as duly authorized.

SIGNATURE BLOCKS FOLLOW:

ATTEST:

**DELAND POLICE ATHLETIC
LEAGUE, INC.**


Charlaine Free
Secretary


Fred H. Kaiser
President

CITY OF DELAND

Christopher M. Cloudman
Mayor - Commissioner
Dated: _____

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Renewal of Contract for Long Term Disability (LTD) Insurance for Participants in the Defined Contribution (DC) Retirement Plan.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: LFG_Renewal- City of DeLand- 2023- Signed by LFG

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

In August 2006, the City Commission approved a change to the general employee retirement benefits by moving from a defined benefit plan to a defined contribution plan. This action closed the General Employee Defined Benefit Plan and moved all general employees who elected to move to a 401A retirement plan. Currently, there are 12 general employees in the defined benefit plan. The current 401A plan does not include disability retirement provisions. All employees in the 401A plan, the City will provide long term disability insurance to ensure protection in the case of permanent disability.

For the past 17 years, Lincoln Financial Group has provided LTD coverage for our general employees in the 401A plan. The City is coming out of a two-year contract and the City's insurance committee asked the City's Agent of Record Brown and Brown (BB) for a renewal rate. BB was able to secure a two-year renewal for a small rate increase of approximately \$104.00 per month. The City pays 100% of this cost for this coverage. The cost for this renewal will be \$27,000 per year for two years. BB advises this is a good rate and advises two-year lock in is currently industry standard.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact for the LTD coverage is an estimated initial annual premium of approximately \$ 27,000. This cost is included in the FY 2023-2024 budget.

RECOMMENDATION:

It is recommended the City Commission approve the renewal of a contract for FY 2023-2025 with Lincoln Financial Group to provide long-term disability coverage and authorize the Mayor to sign this contract.

BACKGROUND/DISCUSSION:

N/A



The Lincoln National Life Insurance Company
8801 Indian Hills Drive
Omaha, NE 68114

August, 2, 2023

City of DeLand
120 South Florida Ave.
Deland, FL 32720

Re: Long Term Disability Policy Number: 000010081704 00000

It is our pleasure to provide the City of DeLand with quality group products and services at a cost that delivers sound value. As part of our effort to ensure continued quality products and services, we carefully review and analyze current benefit and rate structures to determine the appropriate level to charge for continued group insurance protection for your valued employees.

After review, we are pleased to offer the following renewal on the proceeding pages, guaranteed until 10/1/2025.

This letter will serve in place of policy amendment reflecting this rate guarantee period. Please keep this letter with your policy records.

Thank you for the opportunity to be a partner of the City of DeLand. We appreciate your business and look forward to continuing to work with you.

Sincerely,

Ellen Kilby
Regional Sales Representative
Florida Market

A handwritten signature in black ink that reads "Ellen Kilby". The signature is written in a cursive, flowing style.

For acceptance of renewal, please authorize below on behalf of the City of DeLand.

Christopher Cloudman, Mayor

Julie Hennessy, City Clerk

Signature and Date

Signature and Date

Renewal Prepared For:

City of DeLand



Renewal Date: 10/01/2023

Products: Long Term Disability



The company behind the numbers

It's renewal time...
and we'd like to thank you
for your continued
partnership with Lincoln
Financial Group.



We view your policy renewal as a chance to prove our value with our wide selection of products and services. When you choose to continue coverage with us, it's a vote of confidence we take seriously — and never take for granted.

At Lincoln Financial, we understand our customers, which allows us to deliver a portfolio of group benefits that fit the needs of your business. But our most important product is intangible — our promise of security and financial protection to you and your employees in times of illness or injury.

After all, the key difference between carriers often isn't the product itself. It's the integrity and personal commitment a company shows toward its customers. We never waver in our commitment to finding answers that fit your needs. Together, we partner to help you lead.

Focusing on our clients and communities

We're making sure our approach continues to meet your expectations with investments to enhance our digital capabilities and efficiencies so that we can be available when and where you need us most. Last year, Lincoln Group Protection provided the financial protection that helped¹:



**86,230 new
moms**
enjoy time off
with their babies



201,909 disabled employees
get back to work



3,537 kids
whose smiles we
enhanced with braces



**21,265
beneficiaries**
who lost a loved one

¹2019 claims results

The communities where we live and work are an integral part of who we are as a company. Each year, our volunteer work and grants totaling close to \$10 million support meaningful programs in areas of need such as education, human services, economic development and the arts.

I appreciate and look forward to our continued partnership. Please let me know if you have any questions.

Lincoln Financial Group

Renewal prepared for: City of DeLand, CITYDELAND on 08/02/2023

Currently City of DeLand has the following in-force coverages:

Coverage	Policy Number	Anniversary Date
Long Term Disability	000010081704 00000	10/01/2023

The following coverages are renewing with renewal rates effective 10/01/2023:

Coverage/ Rate basis	Policy number	Billed lives ¹	Volume ¹	Current rate	Renewal rate	Current monthly premium ¹	Renewal monthly premium ¹	Monthly premium change	Next anniversary date
Long Term Disability per \$100 of salary	000010081704 00000	276	1,039,796	\$0.210	\$0.220	\$2,183.57	\$2,287.55	\$103.98	10/01/2025

¹ Billed Lives, Volume and Premium change regularly as employees are hired, terminated or have a life event. The numbers in this letter are accurate from the date of processing.

Your broker of record is:
BROWN & BROWN OF FL INC

Your sales representative is:
Ellen Kilby
ELLEN.KILBY@LFG.COM

Please contact us with any questions.

This renewal letter is intended to serve as a policy amendment and should be kept with your policy.

Important Reminder: Lincoln requires salary updates on your employees at least once a year to ensure premiums and benefit amounts are accurate under the terms of your group insurance policy(ies). Brokers may be eligible to receive commissions from the sales of these products.

Insurance products are issued by The Lincoln National Life Insurance Company, Fort Wayne, IN, Lincoln Life & Annuity Company of New York, Syracuse, NY, and Lincoln Life Assurance Company of Boston, Dover, NH. The Lincoln National Life Insurance Company does not solicit business in New York, nor is it licensed to do so. Product availability and/or features may vary by state. Limitations and exclusions apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

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LCN-3036486-040920
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CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Memorandum of Understanding (MOU) to Modify the Fire Department Collective Bargaining Agreement for FY 2023-2024.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: MEMORANDUM OF UNDERSTANDING(48067946.1), Attachment A

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

On October 3, 2022, the City Commission approved a two-year collective bargaining agreement with the City's Fire Department union, IAFF Local 4347. In the second year of this agreement, the bargaining members are to get the same merit increase as the general employee work force. The City with this upcoming budget for FY 2023-2024 will be providing pay plan adjustments. This MOU provides ratification of the intention to provide pay plan adjustments for the bargaining unit members.(See Exhibit A) The language in the current CBA does not address this. This MOU is required to make the pay plan adjustments.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact of the MOU for the Fire Department bargaining unit members will cost \$265,096 and this amount is in the FY 2023-2024 budget.

RECOMMENDATION:

Staff recommends approval of the attached MOU with the IAFF Local 4347.

BACKGROUND/DISCUSSION:

As a result of the pay plan adjustment, the minimum wage for a firefighter will increase from \$14.81/hour to \$15.80/hour.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of DeLand (the “CITY”) and the DeLand Professional Firefighters Local 4347 (the “UNION”).

1. The CITY and the UNION agree that Exhibit A reflects the wage increases for the UNION’s bargaining unit members for CITY fiscal year 2023-24. See Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed and signed by their duly authorized representatives this _____ day of _____, 2023.

DELAND PROFESSIONAL FIREFIGHTERS,
LOCAL 4347

CITY OF DELAND, FLORIDA

By: _____
(signature)

By: _____
(Signature)

(name, title and date)

(name, title and date)

EXHIBIT A

Emp No	Last Name	First Name	MI	NEW PG	CLASS	F/P	Hire Date	Position Date	Hrly Rate	Pay Plan Adjustment	Merit	Promotion Adjustment	Adjusted Hrly Rate
2546	Anderson	Jordan	S	F102	Driver/Engineer	F	10/03/16	10/01/21	18.70	1.09	0.40		20.19
2847	Barnes	Dalton	L	F101	Firefighter/EMT Inspections	F	12/10/19	12/10/19	15.78	0.99	0.34		17.11
2393	Bass	Kenneth	J	F103	Fire Lieutenant	F	10/20/14	10/08/22	22.53	1.25	0.48		24.26
3011	Brown	Joshua		F101	Firefighter/EMT	F	11/29/21	11/29/21	15.25	0.99	0.32		16.56
2540	Bruce	Kayla	R	F102	Driver/Engineer	F	09/05/16	10/20/22	18.72	1.09	0.40		20.21
2025	Bruce	Adam	C	F102	Driver/Engineer	F	02/11/08	06/30/23	22.58	1.09	0.47		24.14
1919	Bruce	Randy	A	F102	Driver/Engineer	F	11/02/06	11/02/06	23.37	1.09	0.49		24.95
1953	Carn	Nate	P	F103	Fire Lieutenant	F	04/28/07	04/29/22	25.88	1.25	0.54		27.67
1577	Carn	Jason	Q	F103	Fire Lieutenant	F	03/17/03	06/13/15	26.91	1.25	0.56		28.72
1855	Church	Joseph	A	F103	Fire Lieutenant	F	05/09/06	08/18/18	26.29	1.25	0.55		28.09
2848	Curtis	Connor	A	F101	Firefighter/EMT Inspections	F	12/10/19	12/10/19	15.78	0.99	0.34		17.11
2457	Donnellan	Quinten	P	F102	Driver/Engineer	F	10/05/15	09/28/19	19.19	1.09	0.41		20.69
3074	Dunham	Malik		F101	Firefighter/EMT	F	07/18/22	07/18/22	14.81	0.99	0.32	0.13	16.25
3075	Fambrough	Morgan		F101	Firefighter/EMT	F	07/18/22	07/18/22	14.81	0.99	0.32	0.13	16.25
3076	Fernandez	Julen		F101	Firefighter/EMT	F	07/18/22	07/18/22	14.81	0.99	0.32	0.13	16.25
1954	Ferri	Brandon	S	F101	Firefighter/EMT	F	04/28/07	04/28/07	20.86	0.99	0.44		22.29
2630	Grace	Kyle		F102	Driver/Engineer	F	08/07/17	02/25/23	18.25	1.09	0.39		19.73
1793	Griffin	Darrin	C	F101	Firefighter/EMT	F	08/22/05	08/22/05	21.33	0.99	0.45		22.77
2744	Griffin II	Raymond	J	F102	Driver/Engineer	F	04/23/22	04/23/22	17.85	1.09	0.38		19.32
3120	Hayes	Chrystal		F101	Firefighter/EMT	F	04/10/23	04/10/23	14.81	0.99	0.32		16.12
1940	Higgs	Gregory	C	F101	Firefighter/EMT	F	01/22/07	01/22/07	20.59	0.99	0.43		22.01
3014	Kamine	Ryan		F101	Firefighter/EMT	F	11/29/21	11/29/21	15.25	0.99	0.32		16.56
1781	Langford	Brendan	S	F103	Fire Lieutenant	F	07/09/05	10/31/15	26.90	1.25	0.56		28.71
2746	Largent	Kayla	N	F101	Firefighter/EMT	F	11/26/18	11/26/18	16.18	0.99	0.34		17.51
1920	Letourneau	Peter	M	F103	Fire Lieutenant	F	11/02/06	10/01/16	26.24	1.25	0.55		28.04
3123	Mathis	William		F101	Firefighter/EMT	F	04/10/23	04/10/23	14.81	0.99	0.32		16.12
3121	McCormick	Sebastian		F101	Firefighter/EMT	F	04/10/23	04/10/23	14.81	0.99	0.32		16.12
2118	McGrath	Daniel	T	F101	Firefighter/EMT	F	02/22/10	02/22/10	19.06	0.99	0.40		20.45
3012	Milks	Megan		F101	Firefighter/EMT	F	11/29/21	11/29/21	15.25	0.99	0.32		16.56
1859	Mueller	Michael	F	F102	Driver/Engineer	F	05/21/06	03/16/19	23.11	1.09	0.48		24.68
2394	Murray	Christopher	M	F103	Fire Lieutenant	F	10/20/14	02/11/23	22.28	1.25	0.47		24.00
1844	Murray	Paul	M	F102	Driver/Engineer	F	03/25/06	03/25/06	23.91	1.09	0.50		25.50

EXHIBIT A

Emp No	Last Name	First Name	MI	NEW PG	CLASS	F/P	Hire Date	Position Date	Hrly Rate	Pay Plan Adjustment	Merit	Promotion Adjustment	Adjusted Hrly Rate
1824	Oglesby	Jason	G	F102	Driver/Engineer	F	01/09/06	01/09/16	23.49	1.09	0.49		25.07
3013	Pacifico	Justin		F101	Firefighter/EMT	F	11/29/21	11/29/21	15.25	0.99	0.32		16.56
1636	Pearsall	Christopher	A	F101	Firefighter/EMT	F	04/02/08	04/02/08	20.50	0.99	0.43		21.92
1958	Pelletier	Ross	P	F101	Firefighter/EMT	F	04/28/07	04/28/07	20.86	0.99	0.44		22.29
2835	Pequignot	Jake	L	F101	Firefighter/EMT Inspections	F	11/11/19	11/11/19	15.78	0.99	0.34		17.11
2888	Sanders	Trent	W	F101	Firefighter/EMT	F	04/20/20	04/20/20	15.78	0.99	0.34		17.11
2010	Sawyer	Travis	A	F102	Driver/Engineer	F	10/28/07	02/25/12	23.81	1.09	0.50		25.40
2069	Silvestri	Ariel	I	F103	Fire Lieutenant	F	10/25/08	09/28/19	25.90	1.25	0.54		27.69
1959	Smith	James	R	F103	Fire Lieutenant	F	04/28/07	01/06/18	24.45	1.25	0.51		26.21
1960	Stringer	Sidney	H	F103	Fire Lieutenant	F	04/28/07	09/28/19	25.93	1.25	0.54		27.72
3028	Vallejo-Rivera	Christian		F101	Firefighter/EMT	F	05/21/22	05/21/22	15.25	0.99	0.32		16.56
2486	Von Bretzel	Jeffrey	S	F101	Firefighter/EMT	F	02/21/16	02/21/16	17.02	0.99	0.36		18.37
1550	Walker	Robert		F103	Fire Lieutenant	F	10/07/02	05/24/08	28.17	1.25	0.59		30.01
1878	Williams	Odoll		F103	Fire Lieutenant	F	06/13/06	02/11/23	30.79	1.25	0.64		32.68
2940	Woods	Dejah	R	F101	Firefighter/EMT	F	02/01/21	02/01/21	15.37	0.99	0.33		16.69
1961	Young	James	R	F102	Driver/Engineer	F	04/28/07	10/01/21	22.56	1.09	0.47		24.12

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Renewal Contract for Fire Department Critical Care Cancer Insurance Policy.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: Chubb Policy FY 2023-2024

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

In May 2019, the State of Florida Legislature passed FS 112.1816 directing government agencies to provide at no cost for FF/EMT's critical care cancer insurance. In the event a FF/EMT is diagnosed by a board certified Dermatologist or Pathologist and confirmed in writing by an Oncologist with any of the 21 different types of cancer recognized by this state law, this insurance policy would immediately pay a one-time payment of \$25,000 to this employee. In addition, the City must add cancer coverage to the City's accidental death insurance policy in the amount of \$75,000. This went into effective July 1, 2019.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The insurance will cost the City \$11,438.00 for a one-year contract. The FY 2023-2024 budget includes funds for this expense.

RECOMMENDATION:

Staff recommends the City Commission approves the contract with CHUBB and authorize the City Manager to sign it.

BACKGROUND/DISCUSSION:

Brown and Brown (BB) is the City's Agent of Record was successful in getting a favorable renewal rate from CHUBB. The City currently has 61 employees/retirees who meet the requirements of this statute. If the employee is diagnosed with cancer and it is determined to be work related, the costs associated with the medically directed treatment plan will be borne by the City's Workers Compensation program.

Please send separate check payable to:

>>>>>>

ACE USA

PREMIUM NOTICE Standard Mail

10/1/2023

ACE American Insurance Co.
Dept. CH 10678
Palatine, IL 60055 - 4113

Overnight Address

Chicago Regional Lockbox - Genius 10678
5505 N. Cumberland Ave.
Suite 307
Chicago, IL 60656-1471

Z00051 - GEN

Policy Number	Transaction	Effective Date	Premium		Premium
PTP N17938393	Renewal	1-Oct-23	\$11,438.00		\$11,438.00
<i>Please return a copy of this invoice with your remittance to the address shown above.</i>					
Policy will be subject to cancellation for non-payment if full payment is not received by the due date indicated below.					
Total			\$11,438.00		\$11,438.00

Policyholder: City of DeLand
Policy Number: PTP N17938393
Period Covered: 10/01/2023-10/01/2024
Due Date: Wednesday, November 1, 2023

CHUBB

ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106
800-352-4462 (please call for
inquiries/customer service/complaints)

Blanket Cancer Certificate

POLICYHOLDER: City of DeLand

POLICY NUMBER: PTP 17938393

This Certificate of Insurance is issued under the terms of the Policy issued to the Policyholder. We insure each person in the Eligible Class provided the required premium is paid when due.

We will pay the benefits described in this certificate for certain losses resulting from a Cancer Diagnosis that occur while the Policy is in force and Your coverage is in effect. Your insurance is subject to all the provisions, conditions, exclusions and limitations of the Policy.

This Certificate is governed by the laws of the state of Florida.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



Brandon Peene, Secretary

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**THIS IS A CANCER INSURANCE CERTIFICATE. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM
CANCER ONLY.
BENEFITS ARE NOT PAID FOR LOSS DUE TO ANY OTHER CAUSE.**

PLEASE READ YOUR CERTIFICATE CAREFULLY.

**THIS POLICY HELPS SATISFY THE LUMP SUM BENEFIT REQUIREMENTS OF FLORIDA LAW
SECTION 112.1816 ONLY AND ONLY IF AN INSURED IS FIRST DIAGNOSED WITH A COVERED CANCER
WHILE COVERED UNDER THIS POLICY. IT DOES NOT PROVIDE ALL THE RIGHTS AND BENEFITS AS
PRESCRIBED IN 112.1816.**

SCHEDULE OF BENEFITS

PREMIUM DUE DATE: On or before the Policy Effective Date, and subsequently, on the Renewal Date, if the Policy is renewed for an additional term.

CLASSES OF ELIGIBLE PERSONS:

- Class 1: All eligible Firefighters of the Policyholder as on file with the Policyholder.
- Class 2: All eligible Fire Investigators of the Policyholder as on file with the Policyholder.
- Class 3: All Firefighters or Fire Investigators of the Policyholder whose names are on file with the Policyholder, employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund.

PLAN BENEFITS: (Refer to page 4 for a full description of the benefits.)

First Diagnosis Cancer Benefit

Class 1 Lump Sum Benefit	\$25,000
Class 2 Lump Sum Benefit	\$25,000

Cancer Death Benefit

Class 1 Principal Sum:	\$75,000
Class 2 Principal Sum:	\$75,000

First Diagnosis Benefit Continuation

Class 3 Lump Sum Benefit:	\$25,000
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DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

“Covered Cancer” means a medical Diagnosis by a Doctor of any of the following types of cancer. A Doctor certified as an Oncologist must confirm the Diagnosis in writing.

1. Bladder cancer
2. Brain cancer
3. Breast cancer
4. Cervical cancer
5. Colon cancer
6. Esophageal cancer
7. Invasive skin cancer
8. Kidney cancer
9. Large intestinal cancer
10. Lung cancer
11. Malignant melanoma
12. Mesothelioma
13. Multiple myeloma
14. Non-Hodgkin's lymphoma
15. Oral cavity and pharynx cancer
16. Ovarian cancer
17. Prostate cancer
18. Rectal cancer
19. Stomach cancer
20. Testicular cancer
21. Thyroid cancer

Covered Cancer does not include Non-Invasive Skin Cancer or any other cancer not specifically listed. Non-Invasive Skin Cancer means a Diagnosis of skin cancer other than malignant melanoma that has not invaded the reticular (lower) dermis and that is histologically classified as:

1. Clark's Level I or II;
2. Breslow Thickness of less than .75mm; or
3. In situ, AJCC Stage 0.

“Covered Loss” or “Covered Losses” means a condition covered under the Policy.

“Diagnosed, Diagnosis” means the definitive establishment of a Covered Cancer through the use of clinical or laboratory findings. The Diagnosis must be made by a Doctor who is a board-certified specialist where required in the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured's Immediate Family or household.

“Employer” means a state board, commission, department, division, bureau or agency, or a county, municipality, or other political subdivision of the state.

“Firefighter” means an individual employed as a full-time firefighter, within the fire department or public safety department of a Policyholder whose primary responsibilities are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

“Fire Investigator” means an individual employed as a full-time, Florida-certified fire investigator, within the fire department or public safety department of a Policyholder whose primary responsibilities are the investigation of fires and explosives, the protection of life and property; and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

“First Diagnosed; First Diagnosis” means a Covered Cancer is initially Diagnosed during the Policy Term and while an Insured’s coverage under this Policy is in force. First Diagnosed or First Diagnosis does not include a previous Diagnosis of a Covered Cancer that occurred prior to the Policy Effective Date or an Insured’s effective date of coverage, for which there is a Recurrence of that same Covered Cancer during the Policy Term.

“Immediate Family” means an Insured’s parent, grandparent, spouse, partner to a Civil Union, Domestic Partner, child, brother, sister or in-laws.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“Recurrence” means a Covered Cancer that was Diagnosed prior to the Policy Effective Date that has recurred (come back) after a period of time during which the Covered Cancer was medically determined by a board-certified specialist to have been successfully treated or in remission. Recurrence includes Covered Cancer that comes back to the same place as the original (primary) cancer Diagnosis.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

EFFECTIVE DATE OF INSURANCE

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

First Diagnosis Cancer Benefit

We will pay the benefit shown in the *Schedule of Benefits* if an Insured is first Diagnosed with Covered Cancer while covered under the Policy and has been employed by the Policyholder for at least 5 continuous years

We will pay the First Diagnosis Cancer Benefit only once regardless of whether the Insured is Diagnosed with more than one of the Covered Cancers. Any Insured who has had a Diagnosis of a Covered Cancer prior to the Policy Effective Date or the Effective Date of the Insured's coverage will not be eligible for the First Diagnosis Cancer Benefit under this Policy for a Recurrence of that same Covered Cancer during the Policy Term.

First Diagnosis Benefit Continuation

If an Insured terminates employment with the Policyholder and elects to continue coverage in his or her employer-sponsored health plan, we will continue the First Diagnosis of Cancer Benefit for 10 years from the date of termination.

Cancer Death Benefit

If an Insured dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under the Policy, We will pay the Principal Sum shown in the *Schedule of Benefits*. In order for benefits to be payable, the First Diagnosis of a Covered Cancer must occur while covered under the policy.

EXCLUSIONS

We will only pay benefits for a Covered Cancer or resulting from the treatment of a Covered Cancer. We will not pay benefits for:

- any illness or disease except for a Covered Cancer Diagnosed while coverage under this Policy is in force.
- any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- a Covered Cancer that is Diagnosed prior to the Effective Date of an Insured's coverage, including any Recurrence, of such Covered Cancer that is Diagnosed or medically treated either prior to or after the Effective Date of an Insured's coverage.
- any Covered Cancer that is Diagnosed prior to the effective date of Florida law, section 112.1816.
- for death or medical expenses for which the Insured receives benefits under any Worker's Compensation Act, as an alternative to coverage under this Certificate.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary Our records indicate the Insured designated for these plan benefits. If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We will pay benefits to the Insured's estate. Any other benefits unpaid at death may be paid, at Our option, either to the Insured's beneficiary or estate. If benefits are payable to the Insured's estate or a beneficiary who cannot execute a valid release, We may pay benefits up to \$3,000 to someone related to the Insured or beneficiary by blood or marriage whom the We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Assignment: At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Insured as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on the Policy before 60 days following the date proof of loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

ADMINISTRATIVE PROVISIONS

Premiums: The premiums for the Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

Payment of Premium: The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Grace Period section.

Your Grace Period: If the required premium is not paid on the Premium Due Date, there is a 31-day grace period after each Premium Due Date after the first. If the required premium is not paid during the Grace Period, this insurance will end on the last day of the period for which premium was paid.

If benefits are payable during the Grace Period, We will deduct any overdue premium from the proceeds payable under the Policy.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Insureds, are the entire contract. Any statements made by the Policyholder or Insureds will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Insured. No error will continue the insurance of a Insured beyond the date it should end under the Policy terms.

Conformity With State Laws: On the effective date of the Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: The Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Chubb. Insured.SM

CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores When you are no longer our customer, we continue to share information about you as described in this notice.	
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx	

Who is providing this notice?	
The Chubb Group. A list of these companies is located at the end of this document.	
What we do	
How does Chubb Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.
How does Chubb Group collect my personal information?	We collect your personal information, for example, when you ▪ apply for insurance or pay insurance premiums ▪ file an insurance claim or provide account information ▪ give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Chubb does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by

or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or

- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

VI. Chubb Group Legal Entities

This following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.

Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling CHUBB Customer Support Service Department at 1-800-352-4462.

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Award of Bid, Greenway Trail North Extension.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Bid Tabulation Final, GPS Civil Letter of Bid Confirmation

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

This project consists of a 1.35-mile multi use path along the western Right-of-Way of North Garfield Avenue running from the terminus of a previously installed trail segment at Minnesota Avenue to International Speedway Boulevard. The major items of work include construction of a 4-inch thick concrete trail, new curb and gutter, limited roadway widening, driveway reconstruction, pavement markings and signage, and associated drainage improvements.

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. On January 5, 2023, seven bids were received for this project. Valencia Construction Group, Inc. (VCG) of Winter Garden, Florida was the lowest and the most responsible bidder in the amount of \$2,406,000.00. The two lowest bidders, Valencia Construction Group and GPS Civil Construction final bids were less than 1% apart. Upon further review by the City Staff, it was determined that the City of DeLand's Local Preference Ordinance would need to be utilized. Both firms were contacted and requested to provide their best and final offer by February 24, 2023 @ 3:00 P.M. The final bid tabulation is attached for your reference. The Valencia Construction Group, Inc. (VCG) of Winter Garden, Florida was the lowest and the most responsible bidder in the amount of \$2,245,000.00.

In September 6, 2023, the City Commission terminated VCG's contract for convenience. Staff contacted the second lowest bidder, GPS Civil Construction, Inc. and got confirmation from GPS that they would honor their bid price of \$2,391,479.50 with the exception of concrete items unit prices (which will increase the total bid amount by \$38,000.00). The City will also receive a credit for 3,500 LF of silt fence installed by VCG in the amount of \$3,500.00 which results in the total bid amount of \$2,425,979.50.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Award to the second low bidder, GPS Civil Construction, would cost \$2,425,979.50. The total allocated funds for construction is \$2,687,915.00, which includes an ECHO Grant in the amount of \$1,500,000. Staff is currently negotiating compensation with VCG for the minimal amount of work completed which includes partial mobilization, silt fence installation and Maintenance of Traffic.

RECOMMENDATION:

Staff recommends that the City Commission award Greenway Trail North Extension project to GPS Civil Construction, Inc. in the amount of \$2,425,979.50.

BACKGROUND/DISCUSSION:

The City Staff is very happy with GPS Civil Construction, Inc. quality of work, performance, effectiveness of management, and compliance with safety standards as it relates to DeLand Airport Access Road project. Multiple references (including FDOT & Seminole County) were contacted by staff in the past indicating that they have had positive experiences with GPS Civil Construction. The positive references indicated that GPS Civil Construction:

- Completed work in a timely manner
- Did a good job in Maintenance of Traffic (MOT) and Safety Operations
- Provided submittal of documents and reports in a timely manner
- Provided high quality of work
- Did cooperate well with governmental agencies staff, traveling public, other contractors and property owners
- Managed unanticipated issues and changes at minimal cost to the owner



120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET – BEST & FINAL OFFER

Bid Title: Greenway Trail North Extension

Bid No: B-23-01

OPENING DATE & TIME: February 24, 2023 @ 3:00 PM

POSTING DATE: February 24, 2023

POSTED BY: Corey McMillen

Vendor	Vendor City/State	Total
Valencia Construction Group, Inc.	Winter Garden, FL	\$2,245,000.00
GPS Civil Construction, Inc.	Holly Hill, FL	\$2,391,479.50

***Note: All bids are subject to review and tabulation is not final.**

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com.

GPS CIVIL

CONSTRUCTION

455 Walker Street, Holly Hill, FL 32117
Office: (386) 872-5811 Fax: (386) 872-5822

August 29, 2023

Attn:

Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer, City of DeLand
1102 South Garfield Avenue
DeLand, Florida 32724

Re: Greenway Trail North Extension Project

Mr Bahrami,

GPS Civil has reviewed our proposal pricing submitted to the City on 2/24/2023. We are pleased to inform you that, with the exception of concrete items, our pricing is still valid.

Items requiring concrete, however, have been subject to inflation since the time of bid. Because of this, we would require an additional payment of \$38,000 beyond the current contract amount to account for these concrete material price increases.

We would also offer a credit for 3,500 LF of silt fence as silt fence has already been installed on the project and we assume that a significant amount can remain in place for our use. This credit would equate to \$3,500.

We hope to work with the City on the project and look forward to hopefully receiving a contract. Thank you for the consideration.

Greg Schlaffer



President, GPS Civil Construction, Inc.

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Award of Bid - Annual Cooperative Bid for Water & Wastewater Chemicals.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: Bid Tabulation 23-24

APPROVED BY: Michael Pleus, City Manager, September 11, 2023

SUMMARY/HIGHLIGHT:

Staff recently advertised a new chemical bid package for budget years 23/24 through 25/26, with two one-year extensions. Specifically, the City purchases chlorine in 1-ton cylinders for wastewater disinfection, liquid aluminum sulfate (alum) for wastewater phosphorous removal, sulfur dioxide in ton cylinders to remove chlorine from wastewater effluent prior to discharge to the St. Johns River, liquid poly/orthophosphate for water line corrosion inhibitor in 55-gallon drums, hydroflousilicic acid in 15-gallon carboys to fluoridate potable water. In addition, the City uses two forms of liquid cationic polymer for biosolids reduction at the Wiley M. Nash WRF.

The majority of vendors for the chemical bids chose to renew the current contract for another year. Only liquid aluminum sulfate (alum) for phosphorous removal and hydroflousilicic acid therefore needed to be bid out this year. A tabulation of the bids received is attached. As can be seen, Thatcher was the low bidder for Aluminum Sulfate and once again no bids for hydroflousilicic acid for fluoridation were received. To continue fluoridation, the city will need to purchase on the open market due to availability as needed. This may require a single source or multiple source purchases to remain supplied at a yet to be determined cost, but is estimated to be a maximum of about \$40,000 for the year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

Natural Resources

FISCAL IMPACT:

Based on best unit prices (from responsive bidders) and quantities estimated to be required, Staff projects the following annual fiscal impact:

Hydroflousilicic Acid -	\$ 40,000.00
Liquid Aluminum Sulfate	\$ 38,716.60
Total Estimated Expenditure -	\$ 78,716.60

Funds were slightly increased in this year's proposed 23/24 fiscal year budget to reflect the expected price escalation for chemicals that we have experienced in this current fiscal year. It should be noted, that Liquid Aluminum Sulfate volume fluctuates depending on effluent discharged to the river and need for settling in the tanks. So therefore, a maximum allowance of \$120,000.00 is in the proposed budget and ask that approval up to

that amount be allowed, if needed. This would bring the total bid approval to an amount of \$160,000.00 for the total estimated award, based on the attached bid tab. Funds would therefore be available to pay for these necessary chemicals for the proper treatment of water and wastewater to meet regulatory requirements for the coming year.

RECOMMENDATION:

It is recommended that the City Commission award purchase order contracts to the various bidders as outlined below and on the attached bid tabulation. Specifically, award to the following firms is recommended:

Hydrofluosilicic Acid – No bidder
Liquid Aluminum Sulfate – Thatcher

BACKGROUND/DISCUSSION:

N/A

Water & Wastewater Chemicals
B-23-11
Price Sheet

Item Description	Unit	Est. Quantity	C&S Chemicals		Chemtrade		Thatcher		Univar		USALCO	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
			No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00
Fluoride	15 Drum	467										
Liquid Aluminum Sulfate (8.3% AL 203)	Tons	260	\$241.69	\$62,839.40	\$182.60	\$47,476.00	\$148.91	\$38,716.60	\$207.27	\$53,890.20	\$286.20	\$74,412.00

*Note: All bids are subject to review and tabulation is not final.

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Approval of Promissory Note relating to the DeLand Municipal Airport Fund and the City's General Fund.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Promissory Note, Amortization Schedule

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

As part of the FY 22/23 Budget, the City anticipated borrowing \$600,000 for the completion of the Airport's Northwest Industrial Business Park Access Road. The borrowing was delayed due to the timing of other projects that were to also be funded by the debt financing. Therefore, funds were advanced from the General Fund in order to complete the project. Actual funds advanced from the General Fund to the Airport Fund were \$637,359. Finance has developed an amortization schedule for the repayment of the funds from the Airport Fund back to the General Fund, based on the terms for the City's ultimate borrowing. The amortization schedule is based on a 4.69% interest rate, payable over 20 years.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 23/24 Budget for the Airport includes debt service payments of \$50,824 for the Promissory Note, however, the actual cost will be \$52,255. The increase is due to the interest rate on the City's new borrowing exceeding the anticipated interest rate budgeted. Therefore, a future budget amendment for FY 23/24 will be presented to the City Commission for approval with funding available from Airport contingencies.

RECOMMENDATION:

Staff recommends the City Commission approve the Promissory Note relating to the DeLand Municipal Airport Fund and the City's General Fund.

BACKGROUND/DISCUSSION:

N/A

**PROMISSORY NOTE RELATING TO DELAND MUNICIPAL
AIRPORT FUND AND CITY OF DELAND GENERAL FUND**

\$637,359.00 (Amount)

DeLand, Florida
Date: September 18, 2023

FOR VALUE RECEIVED,

RECITAL: During Fiscal Years 2022 and 2023, in order to complete the Airport Northwest Industrial Business Park Access Road, the City of DeLand General Fund advanced funds to the City of DeLand Municipal Airport Fund in the amount of Six Hundred Thirty-Seven Thousand Three Hundred and Fifty-Nine Dollars and No Cents (\$637,359.00).

INDEBTEDNESS: The undersigned City of DeLand Municipal Airport Fund, whose address is DeLand Municipal Airport, 1000 Flight Line Boulevard, DeLand, Florida 32724 (hereinafter the “Airport”), the Maker of this Promissory Note, promises to pay to the order of Holder of this Promissory Note, the City of DeLand General Fund (hereinafter the “General Fund”), or at such place or places as the Holder hereof may designate, the principal sum of Six Hundred Thirty-Seven Thousand Three Hundred and Fifty-Nine Dollars and No Cents (\$637,359.00), as follows: The Maker shall pay the Holder the sum of Fifteen Thousand Nine Hundred and thirty-three Dollars and Ninety-Eight Cents (\$15,933.88) semi-annual on or before June 1 and December 1 of each year commencing on December 1, 2023 lump sum, together with interest on the unpaid principal balance at the rate per annum, which is the established rate on City of DeLand deposits as established by the Florida State Board of Administration until paid. Said principal and interest shall be payable as follows: in the single balloon payment.

FURTHER, the Maker and endorser of this Promissory Note severally waives presentment for payment, protest, and notice of protest of the nonpayment of this Promissory Note, and consents that the time of payment may not be extended without notice thereof and the Holder’s subsequent written agreement.

The Maker promises to pay all costs of collecting this Promissory Note including, but not limited to, a reasonable attorney’s fee and other fees as set forth above, whether incurred in connection with collection, trial appeal or otherwise.

The Maker shall have the option and privilege to prepay in part or in full at any time the sum remaining unpaid, without penalty.

This Promissory Note is secured by any and all revenues, assets and property of the Maker and shall be construed and enforced according to the laws of the State of Florida. Should the Airport default upon its obligation herein and have no assets that may be assigned to the General Fund (the Airport is insolvent), there shall be no recourse against the City of DeLand as a municipality of the State of Florida, said risk being consideration for the benefit that the citizens of the City of DeLand have been benefitted by the early repayment of the subject indebtedness.

The parties understand that, assuming all debt obligations including, but not limited to appropriate deposits being made in accounts subject to bond coverage requirements, a policy determination may be made to forgive the indebtedness and implement a transfer of funds (and any and all account matters relating thereto) provided that the transferred funds are, or have been, utilized to a lawful purpose as required by controlling law.

Maker and Maker’s Address:

DeLand Municipal Airport Fund
1000 Flight Line Boulevard
DeLand, Florida 32724

SIGNATURE BLOCKS FOLLOW:

ATTEST:

**CITY OF DELAND MUNICIPAL
AIRPORT FUND**

Julie A. Hennessy
City Clerk – Auditor

Christopher M. Cloudman
Mayor - Commissioner

APPROVED:

Michael Pleus, ICMA-CM
City Manager
City of DeLand
Date: _____

John Eiff
Airport Manager
City of DeLand

For the use and reliance of the City of
DeLand only. Approved as to form
and legal sufficiency.

Darren J. Elkind
City Attorney
City of DeLand
DeLand General Government
Building Impact Fees Fund

ADDITIONAL SIGNATURE BLOCK FOLLOWS:

AGREED:

ATTEST:

CITY OF DELAND GENERAL FUND

Julie A. Hennessy
City Clerk – Auditor

Christopher M. Cloudman
Mayor - Commissioner

APPROVED:

Michael Pleus, ICMA-CM
City Manager
City of DeLand
Date: _____

Dan Stauffer, CPA
Finance Director
City of DeLand

For the use and reliance of the City of DeLand only. Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney
City of DeLand
General Fund Attorney

2023 Promissory Note From the Airport Fund to the General Fund

Funding Amount \$ 637,359
Interest Rate 4.69%
Closing Date 9/21/2023
Term 19.75

Pmt #	Pmt Date	Pmt Amt	Interest	Principal	Balance
Principal	9/21/2023				637,359.00
1	12/1/2023	21,748.61	5,814.63	15,933.98	621,425.03
2	6/1/2024	30,506.39	14,572.42	15,933.98	605,491.05
3	12/1/2024	30,132.74	14,198.77	15,933.98	589,557.08
4	6/1/2025	29,759.09	13,825.11	15,933.98	573,623.10
5	12/1/2025	29,385.44	13,451.46	15,933.98	557,689.13
6	6/1/2026	29,011.78	13,077.81	15,933.98	541,755.15
7	12/1/2026	28,638.13	12,704.16	15,933.98	525,821.18
8	6/1/2027	28,264.48	12,330.51	15,933.98	509,887.20
9	12/1/2027	27,890.83	11,956.85	15,933.98	493,953.23
10	6/1/2028	27,517.18	11,583.20	15,933.98	478,019.25
11	12/1/2028	27,143.53	11,209.55	15,933.98	462,085.28
12	6/1/2029	26,769.87	10,835.90	15,933.98	446,151.30
13	12/1/2029	26,396.22	10,462.25	15,933.98	430,217.33
14	6/1/2030	26,022.57	10,088.60	15,933.98	414,283.35
15	12/1/2030	25,648.92	9,714.94	15,933.98	398,349.38
16	6/1/2031	25,275.27	9,341.29	15,933.98	382,415.40
17	12/1/2031	24,901.62	8,967.64	15,933.98	366,481.43
18	6/1/2032	24,527.96	8,593.99	15,933.98	350,547.45
19	12/1/2032	24,154.31	8,220.34	15,933.98	334,613.48
20	6/1/2033	23,780.66	7,846.69	15,933.98	318,679.50
21	12/1/2033	23,407.01	7,473.03	15,933.98	302,745.53
22	6/1/2034	23,033.36	7,099.38	15,933.98	286,811.55
23	12/1/2034	22,659.71	6,725.73	15,933.98	270,877.58
24	6/1/2035	22,286.05	6,352.08	15,933.98	254,943.60
25	12/1/2035	21,912.40	5,978.43	15,933.98	239,009.63
26	6/1/2036	21,538.75	5,604.78	15,933.98	223,075.65
27	12/1/2036	21,165.10	5,231.12	15,933.98	207,141.68
28	6/1/2037	20,791.45	4,857.47	15,933.98	191,207.70
29	12/1/2037	20,417.80	4,483.82	15,933.98	175,273.73
30	6/1/2038	20,044.14	4,110.17	15,933.98	159,339.75
31	12/1/2038	19,670.49	3,736.52	15,933.98	143,405.78
32	6/1/2039	19,296.84	3,362.87	15,933.98	127,471.80
33	12/1/2039	18,923.19	2,989.21	15,933.98	111,537.83
34	6/1/2040	18,549.54	2,615.56	15,933.98	95,603.85
35	12/1/2040	18,175.89	2,241.91	15,933.98	79,669.88
36	6/1/2041	17,802.23	1,868.26	15,933.98	63,735.90
37	12/1/2041	17,428.58	1,494.61	15,933.98	47,801.93
38	6/1/2042	17,054.93	1,120.96	15,933.98	31,867.95
39	12/1/2042	16,681.28	747.30	15,933.98	15,933.98
40	6/1/2043	16,307.63	373.65	15,933.98	0.00
Total		934,621.97	297,262.97	637,359.00	

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Second Reading of Ordinance No. 2023-17, Amending Chapter 33, Land Development Regulations to Modify the Conditional Use Requirements for Tattoo Parlors (First Reading 08-21-23).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Staff Report Planning Board, City C-2A Zoning, City C-2 Zoning

APPROVED BY: Michael Pleus, City Manager, September 14, 2023

SUMMARY/HIGHLIGHT:

The City Commission directed staff to propose revisions to the City’s conditional use criteria related to Tattoo Parlors. The current regulations allow Tattoo Parlors in the C-2, General Commercial Zone District and require a Class D landscape buffer along all arterial, collector, and local roadways. Depending on the area within the city, Buffer Standard D can range from 30 to 60 feet in width. This large buffer requirement can make it difficult for new tattoo establishments to lease existing retail space within the C-2 zone district. On August 9, 2023, staff presented proposed revisions to the Planning Board. The staff draft included the following items:

1. Revise the name from Tattoo Parlor to Tattoo Establishment.
2. Include Body Piercing. Previous Planning Director interpretations included body piercing under “tattoo parlors and related land uses.” Staff has clarified this previous interpretation with this amendment.
3. Update definitions.
4. Clarify that permanent makeup is a separate and different use from Tattoo Establishment and is regulated separately by the State of Florida.
5. Expand where allowed by including Tattoo and Body Piercing Establishment as a Conditional Use in C-2A.
6. Add 1,000-foot spacing requirement between tattoo establishments.
7. Add provisions regarding location of artist work areas.
8. Add restrictions to maintain transparency for storefronts.

During the Planning Board hearing, 6 members of the public spoke during the public hearing and raised concerns regarding the spacing requirement and the fact that tattoo parlors are conditional uses, while some expressed gratitude for the opportunity to locate within the city. The Planning Board discussed the proposed revisions and recommended approval of the item, by a vote of 6-0, subject to the following conditions:

1. Windows shall not be obscured by the use of black-out window tinting. The Planning Board recommendation did not include any other restrictions regarding obstruction of windows included in the staff proposal.
2. Spacing between establishments shall be 150 feet, rather than the 1,000 feet proposed by staff.
3. Requested staff to clarify that permanent makeup facilities would be allowed in beauty salons, barberships, and day spas, as this was a previous Planning Director interpretation.

However, staff maintains that the 1,000-foot separation is appropriate, based on a survey of surrounding jurisdictions (see summary below). Similar separation requirements are in place for other uses such as a 1,000-foot separation between single-family community residential homes; a 1,200 foot separation between multi-family community residential facilities, and a 300 foot separation between 4COP or 3PS within C-2A and a 500-foot separation in other commercial and industrial zoning districts.

Sample of Separation Requirements from other jurisdictions:

Key West The proposed site shall be at least 500 feet from any other such use.

The proposed site shall be at least 500 feet from the nearest house of worship, school (public or private), child care center, library, or public park. The beach area adjacent to the Atlantic Ocean shall not be considered a public park for the spacing criteria.

Daytona Allowed within the BR-1, BR-2, and M-5 (industrial) zone districts; not permitted within the Tourist Districts, Specialty Districts, or Residential Districts. The M-5 district also provides a place for uses that are generally incompatible with other uses or in other zoning districts (e.g., adult uses, body piercing establishments, tattoo establishments, and sport shooting and training ranges).

New Smyrna Beach 1,000 feet; windows shall maintain a minimum transparent area of 65 percent.

Sanford Classified as an Exceptional Use: "often distinguished by poorly maintained facilities that are not consistent with the character and values of the city. These uses often require additional regulations to ensure that the business is in harmony with the goals and vision of the city. Exceptional uses include, but are not limited to, check cashing facilities, tattoo parlors, body piercing facilities, pawn shops, blood plasma centers, fortunetellers, psychics and palm readers." Location. An exceptional use shall not be located within a radius of 1,500 feet of another exceptional use nor shall such use be located within 300 feet of a school, church, park or residentially zoned land.

Panama City Beach In 2020, reduced the separation requirement from 1,000 feet to 500 feet.

Debarry Requires special exception approval in heavy commercial; permitted in light industrial; prohibited elsewhere

Winter Garden Tattoo and body art establishments are not permitted.

Winter Park Tattoo establishments are not permitted in any zoning district.

On August 21, 2023, the City Commission conducted a first reading on this ordinance. Comments from the public focused on separation and other conditional use criteria. Following public comment, the City Commission deliberated and directed staff to remove the separation requirement between establishments. The Commission inquired about the draft language related to artist work areas not being visible from the windows. The Commission requested staff explore enforcement options for the artist work areas, rather than including specific conditional use criteria. Staff reviewed regulations from numerous cities and did not find regulations pertaining to the location/screening of artist work areas. However, it must be noted that most jurisdictions do not allow tattoo or piercing establishments in the walkable downtown areas. Rather, most jurisdictions allow tattoo and piercing establishments in highway commercial and industrial zone districts, thereby negating the need for screening requirements related to artist work areas. An existing provision of City Code identifies certain body parts that should not be exposed in certain establishments, and the attached ordinance simply refers to that same language and prohibits such body parts from being visible through exterior windows.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community and Change Focus Areas - Land Development Code Review - Review of codes to address future development patterns and issues.

SUSTAINABILITY:

NA

FISCAL IMPACT:

Adoption of the amendment will not have a direct fiscal impact on the City.

RECOMMENDATION:

Staff recommends approval of the Ordinance on Second Reading.

BACKGROUND/DISCUSSION:

The City Commission directed staff to propose revisions to the City's conditional use criteria related to Tattoo Parlors. The current regulations allow Tattoo Parlors in the C-2, General Commercial Zone District and require a Class D landscape buffer along all arterial, collector, and local roadways. Depending on the area within the city, Buffer Standard D can range from 30 to 60 feet in width. This large buffer requirement can make it difficult for new tattoo establishments to lease existing retail space within the C-2 zoning district. In order to update the regulations, provide additional opportunities for tattoo establishments within the City, and be consistent with case law established in 2015 and 2010 pertaining to tattooing as a protected form of artistic expression under the First Amendment, staff has proposed revisions to expand where tattoo establishments may be located, removed the large buffer standards, and provide revised conditions associated with their allowance within the C-2 and C-2A zone districts.

ORDINANCE NO. 2023 - 17

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS (LDR'S) RELATING TO CONDITIONAL USE CRITERIA PERTAINING TO TATTOO ESTABLISHMENT; BY AMENDING SECTION 33-12 "DEFINITIONS"; BY AMENDING SECTION 33-17.23 "ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS"; BY AMENDING SECTION 33-19.09 "TATTOO PARLORS AND RELATED USES"; BY AMENDING SECTION 33-92.02(B) TO UPDATE THE ALLOWED USES TABLE; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend Chapter 33 "Land Development Regulations" of the Code of Ordinances of the City of DeLand, in order to update the regulations and provide additional opportunities for tattoo establishments within the City of DeLand; and

WHEREAS, staff has undertaken a comprehensive review of the City's Land Development Regulations and it has been determined that the revisions set forth in this ordinance will be beneficial to the efficient administration of Chapter 33 of the Code of Ordinances of the City of DeLand

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-12, "Definitions" by adding the new underlined language alphabetically and by deleting the ~~strike-through language~~, to be read in full as follows:

Sec. 33-12. - Definitions.

~~*Tattoo parlors and related land uses* means those businesses and establishments engaged in the act of tattooing, as defined in this section.~~

Body Piercing Establishment. A business engaged in the act of penetrating the skin to make, generally permanent in nature, a hole, mark, or scar. Body piercing does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

Tattoo Establishment. A business engaged in any method of placing designs, letters, scrolls, figures, symbols or any other marks under the skin of a person with pigment, ink or color by the aid of needles or other instruments, does not include permanent makeup facility.

Permanent Makeup. Also known as permanent cosmetics, derma-pigmentation, micro-pigmentation, and cosmetic tattooing, is a cosmetic technique which employs tattoos (permanent pigmentation of the dermis) as a means of producing designs that resemble makeup, such as eye-

lining and other permanent enhancing colors to the skin of the face, lips, and eyelids. Such uses may be accessory to beauty salons, barbershops, and day spas.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.23 “Allowed uses in commercial and industrial zoning districts” by adding the new underlined language (to be inserted into the existing chart) and by deleting the ~~strike-through language~~ to be read in full as follows:

33-17.23 Allowed uses in commercial and industrial zoning districts.

	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
PERSONAL SERVICES									
Beauty salons, barbershops and day spas		P	P	P	P	P			
Day care facilities, adult or child	P	P	P	P	P		E¹⁰	C²	C² E¹⁰
Dry cleaning and laundry, industrial						P		P	P
Dry cleaning and laundry, retail		P	C³	P	P	P		P	
Dry cleaning and laundry, self-service		P		P	P				
Mortuary, funeral homes and crematoriums		P		P	P				P
Pet shops and pet grooming with no overnight boarding of animals		C	C	C	C				
Tailor shops and shoe repair		P		P	P				
Tattoo parlors and body piercing establishments <u>and related uses</u> Per 33-19.09				C*	<u>C*</u>				P

Section 3. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-19.09 “Tattoo parlors and related uses.” by adding the new underlined language and by deleting the ~~strike-through language~~ to be read in full as follows:

33-19.09. Tattoo and Body Piercing parlors and related uses Establishments.

(a) *Compliance with relevant state regulations. Only tattoo parlors and related land uses that comply with the provisions of section 877.04, Florida Statutes; Rule 59R-2.002, Florida Administrative Code; and/or other relevant regulations shall be issued an*

~~occupational license and permitted to operate within the City of DeLand. A tattoo establishment shall be subject to all requirements of Section 381.00779, Florida Statutes, and all other applicable state regulations, and body piercing shall be subject to all requirements of Section 381.0075, Florida Statutes, and all other applicable state regulations.~~

~~(b) — *Hours of operation.* Tattoo parlors and those land uses engaged in the act of tattooing shall be permitted to operate within the hours of 8:00 a.m. to midnight.~~

~~(c) — *Landscape buffers.* Parcels of land containing land uses engaged in the act of tattooing shall have a minimum Class D landscape buffer along its frontage with all arterial, collector and local roadways. The minimum landscape buffer between parcels of land containing land uses engaged in tattooing and other land uses shall be determined by Table 33-92.02(b); however, in addition to the widths and minimum plant materials listed, the landscape buffer shall also comply with the requirements for an opaque screen, as noted by the asterisk (*).~~

~~(d) — *Signage.* The number, placement and square footage of permanent accessory ground signs and building signs shall be determined by section 33-75.09 of chapter 33 of the Code of Ordinances.~~

(b) Tattoo and/or body piercing establishments shall not operate on any parcel adjacent to or directly across a street from a single-family residential zoning district.

(c) Tattoo and/or body piercing establishments shall not operate between the hours of 12:00 a.m. and 8:00 a.m.

(d) Windows in a side of a building which is adjacent to a sidewalk or other pedestrian area shall maintain a minimum of 75% transparency and shall not be obstructed by black-out tinting.

(e) The operator of a tattoo or body piercing establishment shall not allow any person within such establishment to expose those parts of the human body listed in Section 21-31(b)(1)-(4) of this Code such that they would be visible through the exterior windows of such establishment. A person violating this Section 33-19.09, upon conviction, shall be punished as provided in Section 1-6 of this Code.

(e)(f) *Compliance with other relevant city regulations.* In addition to the regulations specifically addressed in this section, tattoo parlors and body piercing establishments and related land uses shall comply with all other relevant provisions of Chapter 33 of the Code of Ordinances.

Section 4. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the table for Section 33-92.02(b) by deleting the ~~strike-through language~~ to be read in full as follows:

Table 33-92.02(b)

Use Specific Buffer Standards and Exceptions	
Solid waste containers	Must be screened on three sides with plant material, building material or a combination of both which exceed the height of the facility. See also section 33-92.02 (d).
Utility facilities	Require a minimum 5-foot wide screening adjacent properties and street right-of-way and a minimum 2.5-foot wide to protect the lesser. See also section 33-88, Utilities.
Tattoo parlors	Require Class "D" Buffers which comply with the opaque screen standard. See also section 33-19.09.
Vehicle use areas, interior	Landscaped areas shall be provided to break up excessively long continuous runs of parking space. See also section 33-92.02.(a).
Xeric and native exception	Special consideration may be given to reduction in same part of the required buffer standards where the creation of xeric and native landscapes substantially meeting the intent of the city's tree and landscape ordinances are proposed. See also section 33-57.07(b).

Section 5. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 6. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 7. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1, 2 and 3 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 4 through 8 shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of September, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 21, 2023
Adopted on second reading: September 18, 2023

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PLANNING STAFF
REPORT TO
CITY OF DELAND PLANNING
BOARD
August 9, 2023**

APPLICATION NO: LDR23-139

APPLICANT: City of DeLand

REQUEST: City-Initiated Land Development Regulations Text Amendment to Modify the Conditional Use Requirements Pertaining to Tattoo Parlors

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

33-135.01(a) Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.

33-135.12(b) The Planning board shall review proposed changes in this chapter, which shall make a recommendation to the city commission prior to final action adopting or not adopting the amendment. However, at the request of the planning board or the city commission, or in the discretion of the city manager, proposed amendments may be taken directly to the city commission for action.

LOCATION: City-wide

The City Commission directed staff to revise the City's conditional use criteria related to Tattoo Parlors. The current regulations allow Tattoo Parlors in the C-2, General Commercial Zone District and require a Class D landscape buffer along all arterial, collector, and local roadways. Depending on the area within the City, Buffer Standard D can range from a minimum of 30 to 60 feet in width (see table below). This large buffer requirement can make it difficult for new tattoo establishments to lease existing retail space within the C-2 zone district.

Buffer Standard "D"				
<i>Required Plant Material</i>				
Width of Buffer	60 feet	50 feet	40 feet	30 feet
Canopy	8.0 (2" dbh)	7.6 (3" dbh)	7.2 (4" dbh)	6.8 (5" dbh) 7.6 (3" dbh)
Understory	3.0	3.5	4.0	4.5
Shrubs	24.0	27.0	30.0	33.0
Redevelopment Gateway District—Buffer Standard "D" Superseding Requirements				
Minimum buffer width				30 feet
Tree minimum diameter				4" dbh
Tree minimum height				14 feet
See also: Section 33-36.05, Landscaping in the Gateway Overlay Districts				

Buffer Standard "D"	
Emerging Gateway District—Buffer Standard "D" Superseding Requirements	
Minimum buffer width	40 feet
Tree minimum diameter	4" dbh
Tree minimum height	14 feet
See also: Section 33-36.05, Landscaping in the Gateway Overlay Districts	

STAFF SUMMARY: In order to update the regulations, provide additional opportunities for tattoo establishments within the City, and be consistent with case law established in 2015 and 2010 pertaining to tattooing as a protected form of artistic expression under the First Amendment, staff has proposed the following revisions:

1. Revise the name from Tattoo Parlor to Tattoo Establishment.
2. Include Body Piercing. Previous Planning Director interpretations included body piercing under "tattoo parlors and related land uses." Staff has clarified this previous interpretation with this amendment.
3. Update definitions.
4. Clarify that permanent makeup is a separate use from Tattoo Establishment and is regulated separately by the State of Florida.
5. Expand where allowed by including Tattoo and Body Piercing Establishment as a Conditional Use in C-2A.
6. Add 1,000-foot spacing requirement between tattoo establishments.
7. Add provisions regarding location of artist work areas.
8. Add restrictions to maintain transparency for storefronts.

Staff shared the draft regulations with the City of DeLand Mainstreet Association and did not receive any formal comments. The public notice for this text amendment has been published in a newspaper of general circulation.

Specific revisions are provided below:

33-12 – Definitions

Body Piercing Establishment A business engaged in the act of penetrating the skin to make, generally permanent in nature, a hole, mark, or scar. Body piercing does not include the use of a mechanized, pre-sterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear or both.

Tattooing means the act of impregnating the skin with pigment(s) and/or producing scars upon the human body for the purpose of ornamentation, including the application of permanent makeup. The definition of tattooing shall not include the topical application to the skin of pigments, pictures or other representations.

Tattoo parlors and related land uses means those businesses and establishments engaged in the

~~act of tattooing, as defined in this section.~~ *Tattoo Establishment.* A business engaged in any method of placing designs, letters, scrolls, figures, symbols or any other marks under the skin of a person with pigment, ink or color by the aid of needles or other instruments. The term “tattoo establishment” does not include permanent makeup facility.

Permanent Makeup. Also known as permanent cosmetics, derma-pigmentation, micro-pigmentation, and cosmetic tattooing, is a cosmetic technique which employs tattoos (permanent pigmentation of the dermis) as a means of producing designs that resemble makeup, such as eye-lining and other permanent enhancing colors to the skin of the face, lips, and eyelids.

33-17.23. Allowed uses in commercial and industrial zoning districts.

PERSONAL SERVICES									
	P-1	BR	C-1	C-2	C-2A	C-2AC	C-3	C-4	M-1
Beauty salons, barbershops and day spas		P	P	P	P	P			
Day care facilities, adult or child	P	P	P	P	P		E ¹⁰	C ²	C ² E ¹⁰
Dry cleaning and laundry, industrial						P		P	P
Dry cleaning and laundry, retail		P	C ³	P	P	P		P	
Dry cleaning and laundry, self-service		P		P	P				
Mortuary, funeral homes and crematoriums		P		P	P				P
Pet shops and pet grooming with no overnight boarding of animals		C	C	C	C				
Tailor shops and shoe repair		P		P	P				
<u>Tattoo parlors and related uses body piercing establishment</u> Per 33-19.09				C*	C*				

33-19.09. Tattoo and Body Piercing parlors and related uses. Establishments

- (a) ~~Compliance with relevant state regulations.~~ Only tattoo parlors and related land uses that comply with the provisions of section 877-.04, Florida Statutes; Rule 59R-2.002, Florida Administrative Code; and/or other relevant regulations shall be issued an occupational license and permitted to operate within the City of DeLand. A tattoo establishment shall be subject to all requirements of 381.00779, Florida Statutes and all other applicable state regulations. 381-0075
- (b) ~~Hours of operation.~~ Tattoo parlors and those land uses engaged in the act of tattooing shall be permitted to operate within the hours of 8:00 a.m. to midnight.
- (c) ~~Landscape buffers.~~ Parcels of land containing land uses engaged in the act of tattooing shall have a minimum Class D landscape buffer along its frontage with all arterial, collector and local roadways. The minimum landscape buffer between parcels of land containing land uses engaged in tattooing and other land uses shall be determined by Table 33-92.02(b); however, in addition to the widths and minimum plant materials listed, the landscape buffer shall also comply with the requirements for an opaque screen, as noted by the asterisk (*).

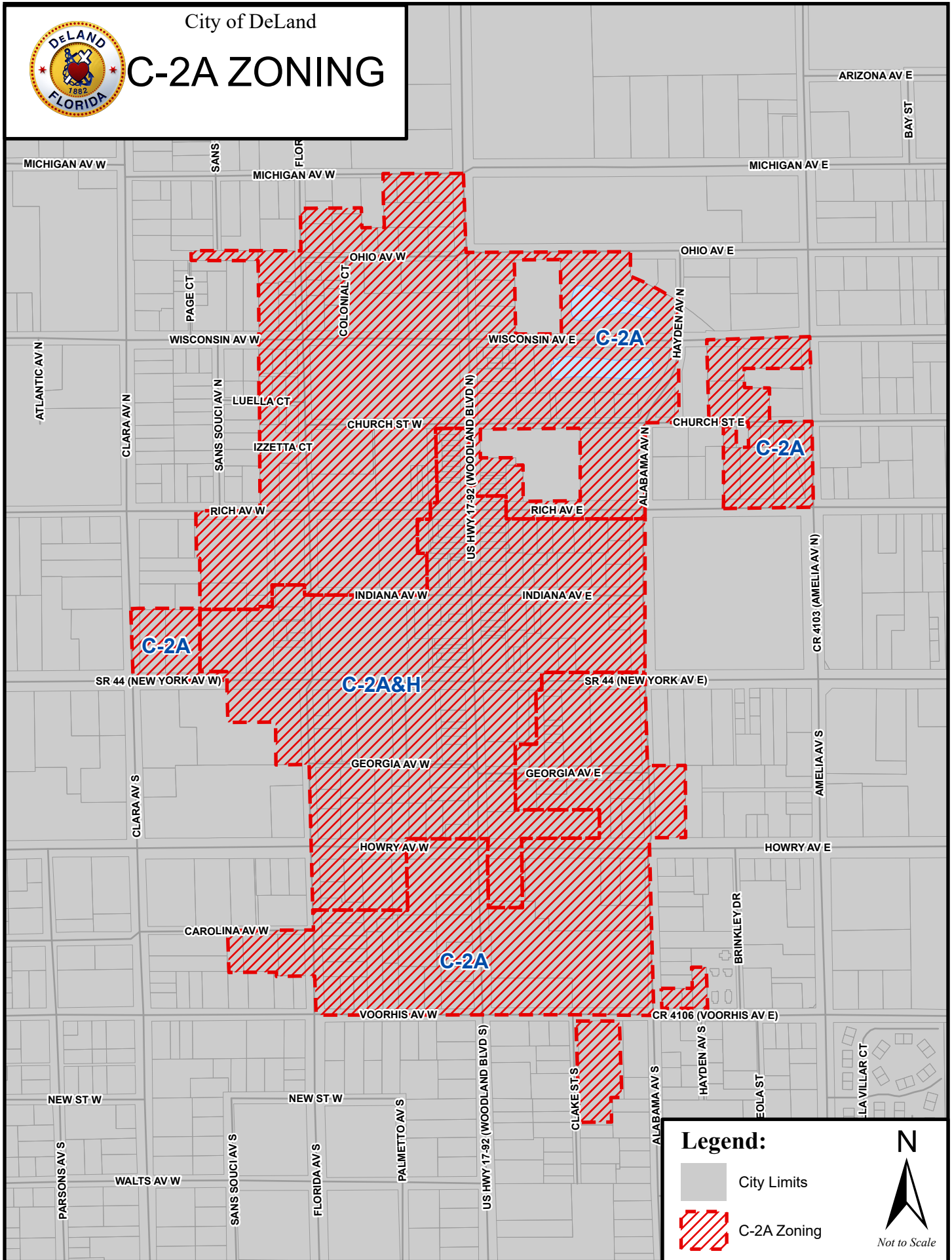
- ~~(d) *Signage.* The number, placement and square footage of permanent accessory ground signs and building signs shall be determined by section 33-75.09 of chapter 33 of the Code of Ordinances.~~
- (b) A tattoo and body piercing establishment shall not operate on any parcel adjacent to or across the right-of-way from a single-family residential zoning district.
- (c) A tattoo and body piercing establishment shall not operate between the hours of 12:00 a.m. and 8:00 a.m.
- (d) A tattoo and body piercing establishment shall not be located within 1,000 feet of an existing tattoo establishment, as measured by following the shortest route from door to door.
- (e) Active tattoo or body piercing work and artist studio areas shall not be visible from public view or otherwise outside of the building exterior.
- (f) Windows in a tattoo and body piercing establishment shall not be obscured by the placement of window tinting, shelving, racks or similar obstructions.
- (g) ~~Compliance with other relevant city regulations.~~ In addition to the regulations specifically addressed in this section, tattoo parlors and body piercing establishments and related land uses shall comply with all other relevant provisions of chapter 33 of the Code of Ordinances.

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward this proposed text amendment, project number LDR23-139, Text Amendment Text Amendment to Modify the Conditional Use Requirements Pertaining to Tattoo Parlors, to the City Commission for review and approval.



City of DeLand

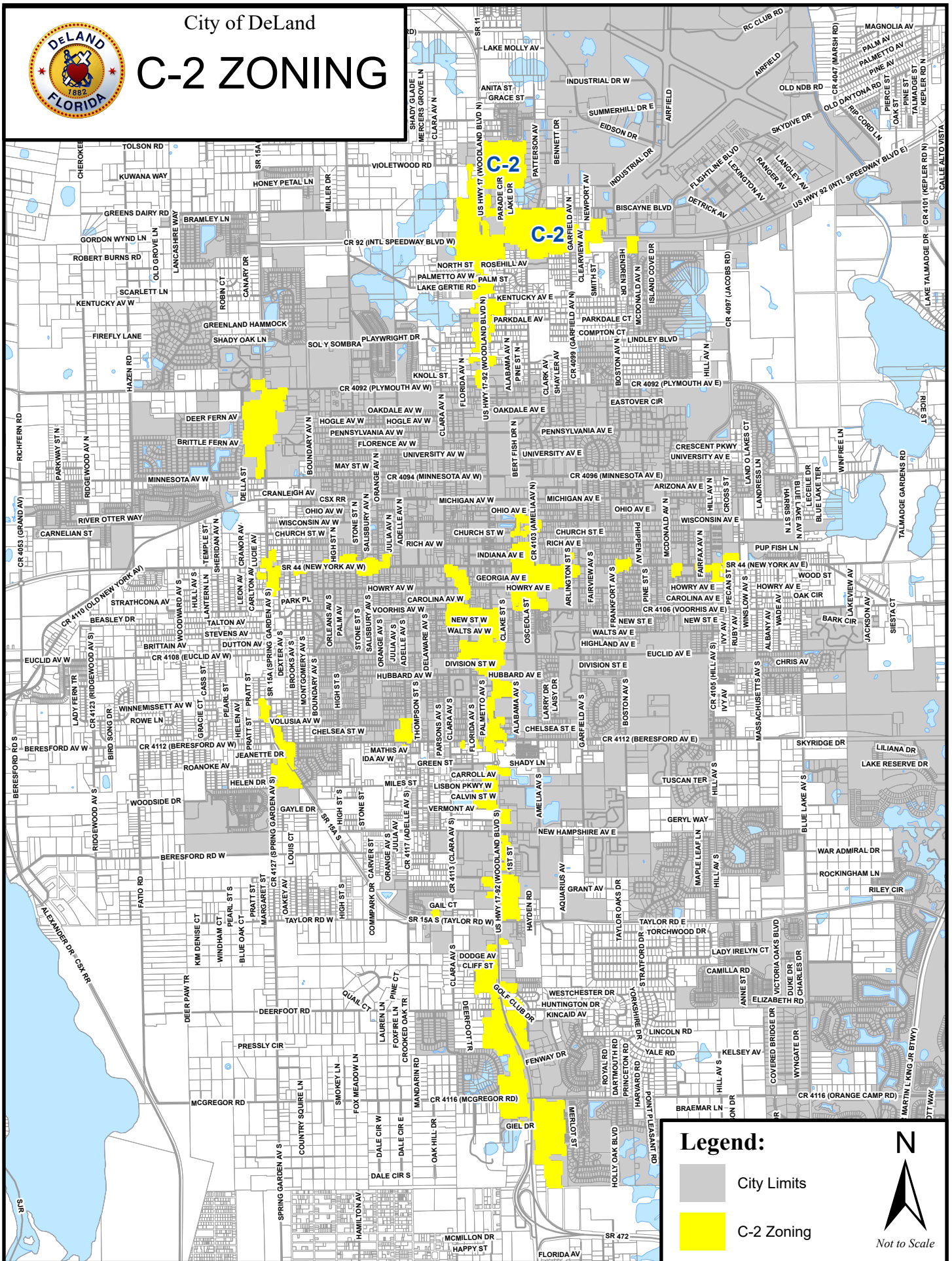
C-2A ZONING





City of DeLand

C-2 ZONING



CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving the State Revolving Fund (SRF) Loan.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution SRF Loan, Resolution No. 88-22

APPROVED BY: Michael Pleus, City Manager, September 14, 2023

SUMMARY/HIGHLIGHT:

Funding for the Wily M. Nash Water Reclamation Facility Upgrade will be provided by multiple grants and low interest State Revolving Fund (SRF) loan funds. Anticipated funding is as follows:

State of Florida (DEP) Grant	\$23,000,000
St. Johns River Water Management District (SJRWMD) Grant	\$ 3,000,000
SRF FY 2024 Loan, anticipated October 1, 2023	\$20,000,000
SRF FY 2025 Loan, anticipated October 1, 2024	\$20,000,000
SRF FY 2026 Loan, anticipated October 1, 2025	<u>\$17,000,000</u>
Total Funding	<u>\$83,000,000</u>

Currently, the State Revolving Fund Loan Program allows a segment cap amount of \$20,000,000, which is the maximum amount of funding they will provide in a single year. This amount is subject to change annually based on the amount of funds available and the amount of projects approved for funding. Staff assumes that the annual cap amount will remain unchanged. Based on that assumption, it will take 3 years for the City to receive the needed SRF funds for the WRF project. Working with our consultants and Wharton Smith, staff anticipates the following draw schedule and timing of payments based on a construction timetable of 3 years:

Year 1 (\$31,000,000)
\$1,000,000 SJRWMD Grant
\$20,000,000 SRF Loan
\$10,000,000 WW Grant

Year 2 (\$35,000,000)
\$2,000,000 SJRWMD Grant
\$20,000,000 SRF Loan
\$13,000,000 WW Grant

Year 3 (\$17,000,000)
\$17,000,000 SRF Loan

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government with Increase Investment in Infrastructure

SUSTAINABILITY:

Natural Resource Protection and Optimization

FISCAL IMPACT:

Although available grant and SRF loan funding is expected to cover the costs of the WRF project, the funding is provided on a reimbursement basis, meaning the City will have to expend the funds first, then get reimbursed for those costs throughout the entirety of the construction period. Staff anticipates there is a possibility that contractor payments will exceed available grant and loan proceeds at some point in the project. To prepare for this possibility, staff analyzed two options for bridge financing with the City's bond counsel. The first is with the USDA. Mead and Hunt has advised that this option would have favorable terms. The second option is a note from our current bank, Wells Fargo. They have indicated that they do them all the time and it would not be a problem to secure a bridge loan if needed.

RECOMMENDATION:

Staff recommends the City Commission approve the Resolution authorizing the SRF loan application, authorizing the SRF loan agreement, establishing pledged revenues and designated authorized representatives.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2023 –

A RESOLUTION OF CITY OF DELAND, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW64112 as eligible for available funding; and

WHEREAS, the City of DeLand, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing (the “SRF Loan Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DeLand, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of DeLand, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues. There are currently no outstanding debt obligations under Resolution No. 88-22 adopted by the Commission April 18, 1988, as amended and supplemented to date and as may be further amended, supplemented and/or restated from time to time (the “Senior Bond Resolution”); provided that the City may issue new senior debt obligations from time to time under the Senior Bond Resolution and in compliance with the terms of the SRF Loan Agreement (the “New Senior Debt”). The obligations of the City under the SRF Loan Agreement will be subordinate to the New Senior Debt.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when

signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is Chapter 166, Florida Statutes and other applicable provisions of law.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. 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 IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 18th day of September, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

RESOLUTION NO. 88-22

A RESOLUTION OF THE CITY OF DELAND, FLORIDA PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING REVENUE OBLIGATIONS OF THE CITY; PROVIDING FOR THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE COMBINED WATER AND SEWER SYSTEM OF SAID CITY; PROVIDING FOR THE ISSUANCE OF WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 1988 OF THE CITY TO FINANCE THE COST THEREOF; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES OF SAID WATER AND SEWER SYSTEM AND OTHER MONEYS; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES OF THE REGISTERED OWNERS OF SUCH BONDS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA:

ARTICLE I

STATUTORY AUTHORITY, DEFINITIONS, AND FINDINGS

SECTION 1.01. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. Capitalized terms used in this Resolution shall have the following meanings, unless the context clearly requires otherwise. Words importing singular number shall include the plural number in each case and vice versa, and words of one gender shall be deemed to include the other genders, and words importing persons shall include firms and corporations. In this Resolution:

"Act" shall mean Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

"Additional Parity Bonds" shall mean any obligations hereafter issued pursuant to the terms and conditions of this Resolution and payable from the Pledged Revenues on a parity with the Water and Sewer Refunding Revenue Bonds, Series 1988, originally issued hereunder. Such Additional Parity Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Series 1988 Bonds originally authorized and issued pursuant to this Resolution, and all of the covenants and other provisions of this Resolution (except as to details of such Additional Parity Bonds inconsistent herewith), shall be for the equal benefit, protection and security of the Registered Owners of the Series 1988 Bonds originally authorized and issued pursuant to this Resolution and the Registered Owners of any Additional Parity Bonds evidencing additional obligations subsequently issued within the limitations of and in compliance with this Resolution. All of such Additional Parity Bonds, regardless of the time or times of their issuance, shall rank equally with other Bonds with respect to their lien on and source and security for payment from the Pledged Revenues without preference of any Bond over any other.

"Amortization Installment" shall mean, with respect to any Term Bonds of a series of Bonds, the amount of money designated for the Term Bonds of such series and required to be deposited into the Bond Amortization Account within the Sinking Fund to pay the principal amount of Term Bonds to be redeemed on each annual maturity date, provided that the aggregate of such installments for each maturity of Term Bonds of any series shall equal the aggregate principal amount (including Compounded Amounts) of each maturity of Term Bonds of such series delivered on original issuance.

"Annual Water and Wastewater Development Fees Debt Service Requirement" shall mean for any Bond Year, as applied to the Bonds of any series additionally secured by Water and Wastewater

Development Fees, the component of the Debt Service Requirement payable from the Water and Wastewater Development Fees initially set forth in the Project Certificate and thereafter from time to time as necessary as determined by the City.

"Annual Special Assessment Debt Service Requirement" shall mean for any Bond Year, as applied to the Bonds of any series additionally secured by Special Assessments, the component of the Debt Service Requirement payable from Special Assessments initially set forth in the Project Certificate and thereafter from time to time as necessary as determined by the City.

"Authorized Investments" shall mean any of the following if and to the extent the same are at the time legal for investment of City funds:

(1) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States; obligations of the Federal agencies set forth in clause (3) below to the extent unconditionally guaranteed by the United States of America; and any certificates or other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (1);

(2) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (a) which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are insured and thereby rated by, or are otherwise rated by, a nationally recognized bond rating agency within its highest rating category or which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (1) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (c) to the extent not insured, as to which the principal of and interest on the bonds and obligations of the character described in clause (1) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (2) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (2), as appropriate, and any certificates or any other evidences of an ownership interest in obligations or specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (2);

(3) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(4) new housing authority bonds or project notes issued by public agencies of municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions or a requisition or payment agreement with the United States of America;

(5) direct and general obligations of any state of the United States of America to the payment of which the full faith and credit of said state is pledged and which, at the time of investment, are rated by any nationally recognized bond rating agency by a rating which denotes a security with investment characteristics of a security presently rated by Moody's Investors Service, Inc., or Standard & Poor's Corporation as "A" or better;

(6) certificates of deposit, whether negotiable or non-

negotiable, issued by any bank, savings and loan association, trust company or national banking association which are members of the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation; provided, that such are (a) fully insured by the Federal Deposit Insurance Corporation the Federal Savings and Loan Insurance Corporation or (b) secured, to the extent not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, by such securities in clauses (1) through (5), above, having a market value (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount of such certificates of deposit (or portion thereof not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation) which shall be lodged with the City, by such bank, trust company, national banking association or savings and loan association, and such bank, trust company, national banking association or savings and loan association shall furnish the City, with an undertaking satisfactory to it that the aggregate market value of all such obligations securing such certificates of deposit will at all times be an amount which meets the requirements of this clause (6) and the City shall be entitled to rely on each such undertaking; further provided that the requirements of this clause (6) shall be deemed to be satisfied if the certificates of deposit are issued by a bank, savings and loan association, trust company, or national banking association at all times qualifying as a "qualified public depository" under the provisions of Chapter 280, Florida Statutes, and the deposits of moneys hereunder are collateralized in accordance with the provisions of Chapter 280, Florida Statutes;

(7) obligations, providing for payment of principal and interest, of an insurance company which (a) is rated "A (Excellent)" or better, in "Class XV" by A.M. Best Company, Inc. or (b) whose claims paying ability is rated "AAA" by Standard & Poor's Corporation; and

(8) units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Chapter 218, Part IV, Florida Statutes, or any other similar common trust fund which is established pursuant to State law as a legal depository for public money and for which the State Board of Administration of the State acts as the custodian.

"Bond Counsel" shall mean counsel experienced in matters relating to the validity of, and the tax exemption of interest on, obligations of states and their political subdivisions as selected by the City.

"Bond Year" shall mean the year commencing on the date following each principal maturity date and ending on the next succeeding principal maturity date.

"Bond Registrar" shall mean the person or corporation designated by the City to maintain the registration books required to be maintained hereunder and to serve as paying agent for purposes of making payments of principal of and interest on the Bonds to the Registered Owners.

"Bonds" shall mean the Water and Sewer Refunding Revenue Bonds, Series 1988, and any Additional Parity Bonds hereafter issued pursuant to the terms and conditions of this Resolution.

"City" shall mean City of DeLand, Florida, a municipal corporation of the State.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor code thereto, together with the valid and applicable regulations thereunder, as the same may be in effect from time to time.

"Commission" shall mean the City Commission, as the governing body of the City.

"Compounded Amounts" shall mean, with respect to any Compounding Interest Bonds, the amounts representing principal and interest on such Compounding Interest Bonds at and prior to the maturity thereof.

"Compounding Interest Bonds" shall mean Bonds, the interest on which (1) shall be compounded periodically, and (2) shall be payable at maturity or redemption prior to maturity, and (3) shall be determined by reference to the Compounded Amounts.

"Credit Facility" shall mean a policy of municipal bond insurance, a letter of credit, or other insurance or financial product which guarantees prompt payment of the principal of, premium, if any, and interest on the Bonds.

"Credit Facility Issuer" shall mean an insurance company, bank, or other organization which has provided a Credit Facility in connection with the issuance of any series of Bonds or any Bonds within a series.

"Current Interest Paying Bonds" shall mean Bonds, the interest on which shall be payable on a periodic basis.

"Debt Service Requirement" shall mean, for any Bond Year, as applied to the Bonds of any series, the sum of:

(1) the amount required to pay the interest becoming due on the Current Interest Paying Bonds during such Bond Year; provided that the interest due in any ensuing Bond Year on Variable Rate Bonds shall be assumed to be one hundred ten percent (110%) of the greater of (a) the daily average interest rated on such Variable Rate Bonds during the twelve (12) months ending with the month preceding the date of calculation, or such shorter period that such Variable Rate Bonds shall have been outstanding, or (b) the rate of interest on such Variable Rate Bonds on the date of such calculation; and

(2) the aggregate amount required to pay the principal becoming due on Current Interest Paying Bonds for such Bond Year; provided that, for purposes of this definition: (a) the stated maturity date of any Current Interest Paying Term Bonds shall be disregarded and the Amortization Installments applicable to such Current Interest Paying Term Bonds in such Bond Year shall be deemed to mature in such Bond Year, and (b) the principal amount of any Current Interest Paying Term Bonds having a single principal maturity and no Amortization Installments therefor shall be calculated as if the amount of such single maturity had been amortized over a term of years and was payable in such payments of principal and interest as shall be set forth in a subsequent resolution of the Commission adopted on or prior to the delivery of such Bonds; and

(3) the aggregate amount required to pay the Compounded Amounts due on any Compounding Interest Bonds maturing in such Bond Year; provided that for purposes of this definition, the stated maturity date of any Compounding Interest Term Bonds shall be disregarded and the Amortization Installments applicable to such Compounding Interest Term Bonds in such Bond Year shall be deemed to mature in such Bond Year.

In calculating the Debt Service Requirement for any period for any series of Bonds or the Bonds of any lien status, the City shall deduct from the amounts calculated in Subparagraphs (1) through (3) above: (a) any capitalized interest deposited into the Sinking Fund for such period from the proceeds of the sale of such Bonds or otherwise and (b) any investment earnings to be received on moneys on deposit in the Sinking Fund and accounts therein, established with respect to such series of Bonds and required by the terms of this Resolution to be retained in such Sinking Fund.

"Escrow Deposit Agreement" shall mean the agreement between the City and the Escrow Holder, in form and substance to be approved by the City at or prior to the time of issuance of the Series 1988 Bonds, and providing for the deposit of a portion of the proceeds of the Series 1988 Bonds in trust with the Escrow Holder for the purpose of making payment of the principal, premium, if

specified, and interest on the Refunded Bonds.

"Escrow Holder" shall mean the bank or trust company, which may be located within or without the State, to be selected by resolution of the Commission prior to the time of issuance of the Series 1988 Bonds, to hold a portion of the proceeds of the sale of the Series 1988 Bonds in trust pursuant to the provisions of the Escrow Deposit Agreement, to be applied to pay the principal of, premium, if specified, and interest on the Refunded Bonds.

"Expansion Facilities" shall mean additions, extensions and improvements to the System, together with all lands or interest therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property, real or personal, tangible or intangible, heretofore or hereafter constructed or acquired in order to meet the increased demand upon the System, whether actual or anticipated, created by new users connecting to the System.

"Expansion Percentage" shall mean a fraction having a numerator equal to that portion of the total original principal amount of all Bonds issued hereunder that are attributable to Expansion Facilities, if any, as shall be determined by the Independent Consultant and as set forth in the Project Certificate relating to such Bonds and a denominator equal to the total original principal amount of all Bonds issued hereunder.

"Facilities" shall mean all of the physical assets of the System, and all parts thereof, existing at the time of the adoption of this Resolution, and also any physical assets which may hereafter be added to the System, or any part thereof, by any additions, betterments, extensions, improvements thereto, or property of any kind or nature, real or personal, tangible or intangible, hereafter constructed or acquired.

"Federal Securities" shall mean: (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (i); (ii) any bonds or other obligations of any state of the United States of America or any agency, instrumentality or local governmental unit of any such state (a) which are (I) not callable prior to maturity or (II) as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting solely of cash or bonds or other obligations of the character described in clause (i) hereof which fund shall be held in trust to pay such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premiums, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate, and any certificates or other evidences of an ownership interest in obligations or specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (ii); or (iii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter

be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America.

"Fiscal Year" shall mean the period commencing on October 1 of each year and ending on the succeeding September 30, or such other period as may from time to time be prescribed by law as the annual accounting period for the City.

"Gross Revenues" shall mean all fees, rentals or other charges or other income (including income on investments of moneys in all funds and accounts, except the Project Fund, herein created or authorized, to the extent that such income is required to be deposited into the Revenue Fund herein created, and excluding all Water and Wastewater Development Fees and investment earnings thereon), received by the City, or accruing to the City or to any other board or agency of the City in control of the management and operation of said System, all as calculated in accordance with generally accepted accounting practices.

"Independent Certified Public Accountants" shall mean such firm of certified public accountants, not in the regular employ of the City, as shall be retained by the City for the purpose of auditing the books and records of the System and performing such other functions as are specified in this Resolution.

"Independent Consultant" shall mean such firm, consisting of or employing, registered professional engineers or architects having favorable repute for the design, maintenance and operation of facilities such as the System, not in the regular employ of the City, engaged by the City to perform the tasks set forth to be performed by such Independent Consultant by the provisions of this Resolution

"Interest Payment Date" shall mean, with respect to any series of Bonds, the semiannual or other periodic dates on which interest is payable on the Current Interest Paying Bonds, as determined by subsequent resolution of the Commission adopted at or prior to the time of issuance of such Bonds.

"Maximum Debt Service Requirement" shall mean, as of any particular date of calculation, the Debt Service Requirement for the then current or any future Bond Year which is greatest in dollar amount with respect to the particular series of Bonds, or all Bonds, as the case may be.

"Net Revenues" shall mean the Gross Revenues remaining after deduction only of Operating Expenses.

"Operating Expenses" shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the System and its Facilities and shall include, without limiting the generality of the foregoing, (i) insurance premiums, (ii) charges for the accumulation of appropriate reserves not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, and (iii) the cost of product and services purchased at wholesale by the City for resale to customers of the System in lieu of the production of such product and services by the City directly. "Operating Expenses" shall not include any allowance for depreciation or other non-cash expenses except to the extent expressly herein provided.

"Pledged Revenues" shall mean the Net Revenues. If and to the extent that the City shall hereafter by subsequent resolution determine to grant a pledge of and lien upon the Water and Wastewater Development Fees and the Special Assessments to secure payment of any Bonds, then Pledged Revenues shall be deemed to include the Water and Wastewater Development Fees and the Special Assessments to the extent of such lien and pledge.

"Project" shall mean the acquisition and construction of additions, extensions and improvements to the System as identified

on Exhibit B hereto, and substantially in accordance with the report, plans, and specifications of the City staff an on file with the City; provided that the City reserves the right, (i) if it be found at or prior to the time of construction of the improvements and facilities shown on Exhibit B that the amounts allocated to certain projects are inadequate for the completion of such projects, to allocate additional amounts to said projects from other projects herein listed, and (ii) if it be found at the time of the construction of the improvements and facilities that less than the amounts hereinabove allocated to certain projects are needed for the completion of such projects, to allocate the amounts so saved to other improvements and facilities, or (iii) if it is necessary to change or modify the list of improvements and facilities through change in circumstances or other causes, to make such modification in improvements and facilities, so long as the moneys received from the issuance of the Bonds authorized hereby are expended for the cost of additions, extensions and improvements to the System.

"Project Costs" shall mean, but shall not necessarily be limited to: the cost of the acquisition and construction of the Project and the construction and acquisition of additions, extensions, and improvements thereto; the acquisitions of any lands or interests therein or any other properties deemed necessary or convenient therefor; engineering, accounting, and legal fees and expenses; expenses for plans, specifications and surveys; expenses for estimates of costs and of revenues; the fees of fiscal agents, financial advisors and consultants; administrative expenses; the capitalization of interest on the Bonds authorized hereby for a reasonable period of time after the date of issuance and delivery thereof; the establishment of reasonable reserves for the payment of debt service on the Bonds; discount upon the sale of the Bonds; the expenses and costs of issuance of the Bonds; the cost of purchasing any Credit Facility with respect to the Bonds; such other expenses as may be necessary or incidental to the financing authorized by this Resolution, to the Project, and to the placing of the same in operation; and reimbursement to the City for any sums expended for the foregoing purposes.

"Project Certificate" shall mean that certificate of the Independent Consultant filed with the City at or prior to the date of delivery of any series of Bonds and setting forth the estimated total cost of the Project to be constructed with the proceeds of such Bonds and, if said series of Bonds is additionally secured by Special Assessments or Water and Wastewater Development Fees or both, the estimated cost of the Expansion Facilities portion of the Project, the Expansion Percentage, the Annual Special Assessment Debt Service Requirement, and the Annual Water and Wastewater Development Fees Debt Service Requirement, as appropriate.

"Record Date" shall mean the fifteenth day of the month prior to an Interest Payment Date for the Bonds, or such other date as may be specified by subsequent resolution of the Commission.

"Refunded Bonds" shall mean the following obligations heretofore issued by the City and outstanding: \$1,481,000 Water and Sewer Revenue Bonds, dated April 30, 1986.

"Refunding Costs" shall mean but shall not necessarily be limited to: the cost of payment of the principal of, premium, if specified, and interest on the Refunded Bonds; expenses for estimates of costs and of revenues; the fees of fiscal agents, financial advisors and consultants; administrative expenses; the capitalization of interest on the Series 1988 Bonds authorized hereby for a reasonable period of time after the date of issuance and delivery thereof; the establishment of reasonable reserves for the payment of debt service on the Series 1988 Bonds; discount upon the sale of the Series 1988 Bonds; the expenses and costs of issuance of the Series 1988 Bonds; the cost of purchasing any Credit Facility with respect to the Series 1988 Bonds; such other expenses as may be necessary or incidental to the financing authorized by this Resolution, to the Refunding, and to

the accomplishing thereof. and reimbursement to the City for any sums expended for the foregoing purposes.

"Refunding" shall mean the program for refinancing the all or a portion of the outstanding debt of the City through the issuance of the Series 1988 Bonds authorized by this Resolution and the deposit of a portion of the proceeds thereof with the Escrow Holder to be applied pursuant to the provisions of the Escrow Deposit Agreement to pay the principal of, premium, if any, and interest on the Refunded Bonds, all as recommended to the City by its investment banker at or prior to the time of sale of the Series 1988 Bonds.

"Registered Owner" or "Owner" shall mean any person who shall be the owner of any outstanding Bond or Bonds as shown on the registration books maintained by the Bond Registrar.

"Reserve Account Credit Facility" shall mean a policy of insurance, a letter of credit, or other insurance or financial product which provides for payment of amounts equal to the Reserve Account Requirement in the event of an insufficiency of moneys in the Sinking Fund to pay principal of and interest on the Bonds.

"Reserve Account Credit Facility Issuer" shall mean an insurance company, bank, or other organization which has provided a Reserve Account Credit Facility in connection with the establishment of a reserve account for any series or installment of Bonds.

"Reserve Account Requirement" shall mean, for any series or installment of Bonds or for all Bonds, as the context may require, an amount equal to the lesser of (i) the Maximum Debt Service Requirement for such Bonds, (ii) the maximum amount allowed under the provisions of the Code as a reasonably required reserve.

"Resolution" shall mean this resolution and any resolution subsequently adopted by the City amendatory hereof or supplemental hereto.

"Serial Bonds" shall mean any Current Interest Paying or Compounding Interest Bonds for the payment of the principal of which, at the maturity thereof, no fixed mandatory sinking fund or bond redemption deposits are required to be made prior to the 12-month period immediately preceding the stated date of maturity of the such Serial Bonds.

"Series 1988 Bonds" shall mean any Water and Sewer Refunding Revenue Bonds, Series 1988, originally issued pursuant to this Resolution.

"Sewer System" shall mean the system for the collection, treatment and discharge of sewage within or without the City, together with any additions, extensions and improvements thereto hereafter constructed or acquired by the City, and shall include (without being limited to) all lands or interests therein, plants, buildings, machinery, pipes, fixtures, equipment, franchises and all other property, real or personal, tangible or intangible, now or hereafter owned or used by the City in conjunction therewith.

"Special Assessments" shall mean, for each series of Bonds additionally secured by Special Assessments, all proceeds derived by the City from the assessments levied against the properties specially benefitted by the acquisition and construction of the Project to be financed with the proceeds of such series of Bonds, including interest collected on such assessments and any penalties or moneys received upon foreclosure of the liens of such assessments.

"State" shall mean the State of Florida.

"Subordinate Bonds" shall mean any obligations issued by the City and payable from the Pledged Revenues subject and subordinate to the rights of the Registered Owners of any Bonds issued pursuant

to this Resolution as to security for payment from such Pledged Revenues and in all other respects, in accordance with the provisions of this Resolution.

"System" or "Water and Sewer System" shall mean all the City's combined and consolidated Water System and Sewer System.

"Term Bonds" shall mean the Current Interest Paying or Compounding Interest Bonds of a series, all of which shall be stated to mature on one date and which shall be subject to retirement by operation of the Bond Amortization Account in the Sinking Fund herein established.

"Variable Rate Bonds" shall mean Bonds, the interest rate on which is subject to adjustment at such times and in such manner as shall be determined by the Commission prior to the sale thereof.

"Water System" shall mean shall mean the complete system for the production, treatment and distribution of potable water, both within and without the corporate limits of the City, together with any additions, extensions and improvements thereto hereafter constructed or acquired by the City, and shall include (without being limited to) all lands or interests therein, wells, mains, pumping stations, tanks, plants, buildings, machinery, pipes, fixtures, equipment, franchises, and all property, real or personal, tangible or intangible, now or hereafter owned or used by the City in conjunction therewith.

"Water and Wastewater Development Fees" shall mean any fee or charge levied and collected by the City upon new users of the facilities of the System to finance all or a portion of the cost of excess System capacity, if any, existing at the time of acquisition of the System, or additions, extensions or improvements to the System made necessary by the inclusion or expected inclusion of such new customers, to the extent the same are lawfully available for the acquisition and construction of Expansion Facilities and for the payment of Water and Wastewater Development Fees Debt Service Components.

"Water and Wastewater Development Fees Debt Service Component" shall mean, as of any particular date of calculation, for each series of Bonds additionally secured by Water and Wastewater Development Fees, an amount of Water and Wastewater Development Fees determined by (1) multiplying the aggregate Debt Service Requirements for each such series of Bonds by the Expansion Percentage, and (2) subtracting from the product so obtained all amounts previously transferred from the Water and Wastewater Development Fees Fund to the Sinking Fund and the Bond Amortization Account therein pursuant to the provisions hereof.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) It is necessary and the best interests of the health, safety, and welfare of the City and the inhabitants of the service area of the System that the City undertake the Project and Refunding. The City is authorized pursuant to the provisions of the Act, particularly Chapter 166, Florida Statutes, and the Charter of the City, to undertake the Project and Refunding.

(B) The City is without adequate, currently available funds to pay the Project and Refunding Costs, and it is necessary and desirable and in the best interests of the City that it borrow the moneys necessary to accomplish the financing of the Project and Refunding. The City is authorized pursuant to the provisions of the Act, particularly Section 166.111, Florida Statutes, to borrow moneys necessary to pay the cost of the Project and Refunding.

(C) The City currently receives the Net Revenues, and such Net Revenues are not pledged or encumbered to pay any other debts or obligations of the City other than the Refunded Bonds, and

the pledge of and lien upon the Net Revenues to pay the Refunded Bonds will be released and extinguished by the Refunding herein authorized. The City is authorized pursuant to the provisions of the Act, particularly Section 166.111, Florida Statutes, to pledge the Net Revenues to secure the payment of debt issued to finance the Project and Refunding Costs.

(D) The Pledged Revenues are estimated to be sufficient to pay the Debt Service Requirement on the Series 1988 Bonds and to make all other payments required to be made by the provisions of this Resolution.

(E) The Bonds to be issued pursuant to this Resolution shall not be or be considered to be general obligations or indebtedness of the City as "bonds" within the meaning of any provision of the Constitution of the State, but shall be and are hereby declared to be special, limited obligations of the City, the principal of, premium, if any, and interest on which are payable solely from the Pledged Revenues in the manner provided herein. The principal of and interest on the Bonds to be issued pursuant to the provisions of this Chapter 166, Part II, Florida Statutes, and all other payments provided for herein, will be paid solely from the Pledged Revenues, and it will never be necessary or authorized to levy taxes on any real property of or in the City to pay the principal of and interest on the Bonds to be issued pursuant to the provisions of this Resolution, or to make any of the sinking fund, reserve, or other payments provided for herein. Furthermore, neither the Bonds nor the principal thereof, premium, if any, or interest thereon, shall be or constitute a lien upon the Project or upon any other property of or in the City, but shall constitute a lien only upon the Pledged Revenues in the manner provided in this Resolution.

SECTION 1.04. RESOLUTION CONSTITUTES A CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall be the Registered Owners of the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and such Registered Owners, and the covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection, and security of the Registered Owners of any and all such Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof, except as expressly provided therein or herein.

ARTICLE II

AUTHORIZATION OF PROJECT AND REFUNDING; DESCRIPTION, DETAILS AND FORM OF BONDS

SECTION 2.01. AUTHORIZATION OF PROJECT AND REFUNDING. The Project and Refunding are hereby specifically authorized.

SECTION 2.02. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions of this Resolution, obligations of the City, to be known as "Water and Sewer Refunding Revenue Bonds, Series 1988", are hereby authorized to be issued in an aggregate principal amount on original issuance not to exceed Six Million Eight Hundred Thousand Dollars (\$6,800,000), for the purpose of financing Project Costs and Refunding Costs.

SECTION 2.03. DESCRIPTION OF BONDS. The Bonds shall be numbered; shall be in the denomination or maturity amount of \$5,000 each or integral multiples thereof; shall be dated as of the date of their delivery or such other date prior to the date of their delivery; shall bear interest at not exceeding the maximum rate allowed by law; payable on such dates; shall mature on the first day of such month, in such years and in such amounts; and shall be issued as Current Interest Paying Bonds, Compounding Interest Bonds, Variable Rate Bonds, Serial Bonds, Term Bonds, or any combination thereof; all the foregoing as shall be determined by subsequent resolution of the Commission adopted at or prior to the time of sale of the Bonds.

The Bonds may be issued all at one time or in installments from time to time. Different installments and series of the Bonds may have such characteristics as shall be provided herein and by subsequent resolution of the Commission and shall bear a designation to distinguish such series or installment from other series or installments of the Bonds.

The Bonds shall be issued in fully registered form; shall be payable with respect to principal at the office of the Bond Registrar, as paying agent, or such other paying agent as shall be subsequently determined by the Commission; shall be payable in lawful money of the United States of America; and shall bear interest from their date, or from the most recent date to which interest has been paid, payable, in the case of Current Interest Paying Bonds, by check or draft mailed to the Registered Owner at his address as it appears upon the books of the Bond Registrar as of 5:00 P.M. Eastern Time on the Record Date, and in the case of Compounding Interest Bonds, at maturity upon presentation at the office of the Bond Registrar; provided that, for any Registered Owner of one million dollars or more in principal amount of Bonds, such payment shall, at the written request of such Registered Owner, be by wire transfer or other medium acceptable to the City and to such Registered Owner.

SECTION 2.04. EXECUTION OF BONDS. The Bonds shall be executed in the name of the City by the Mayor-Commissioner, and countersigned and attested by the City Clerk-Auditor, and its corporate seal of facsimile thereof shall be affixed thereto or reproduced thereon. The signatures of the Mayor-Commissioner and the City Clerk-Auditor may be manual or facsimile signatures imprinted or reproduced thereon.

There shall be a Certificate of Authentication of the Bond Registrar on the Bonds, and no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the provisions of this Resolution unless such certificate shall have been duly executed on such Bond. The authorized signature for the Bond Registrar shall be either manual or in facsimile, provided, however, that at least one of the above signatures, including that of the authorized signature for the Bond Registrar, appearing on the Bonds shall be a manual signature.

In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the City

before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Bond shall hold the proper office in the City, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

SECTION 2.05. NEGOTIABILITY AND REGISTRATION. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Laws of the State of Florida, and each successive Registered Owner, in accepting any of said Bonds shall be conclusively deemed to have agreed that the Bonds shall be and have all of the qualities and incidents of such negotiable instruments.

There shall be a Bond Registrar, who may also be the paying agent for the Bonds, which shall be a bank or trust company located within or without the State of Florida. The Bond Registrar shall be responsible for maintaining the books for the registration of the transfer and exchange of the Bonds. The City and the Bond Registrar may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the City or the Bond Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City or the Bond Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The Bond Registrar may charge the Registered Owner a sum sufficient to reimburse it for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the initial delivery of the Bonds. The Bond Registrar or the City may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Bonds shall be delivered.

The City and the Bond Registrar shall not be required (a) to issue, transfer or exchange any Bonds during a period beginning at the opening of business on the 15th day next preceding either any Interest Payment Date or any date of selection of Bonds or parts thereof to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer or exchange any Bonds selected, called or being called for redemption in whole or in part.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by this Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The City may elect to use a book-entry or immobilization system for issuance and registration of the Bonds, and the details of any such system shall be as fixed by subsequent resolution of the Board adopted prior to the time of issuance of the Bonds.

Whenever any Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Bond shall be cancelled and destroyed by the Bond Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bond Registrar may in its discretion issue and deliver a new Bond, of like tenor as the Bond, so mutilated, destroyed, stolen or lost, either in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Registered Owner's furnishing the Bond Registrar proof of his ownership thereof, furnishing satisfactory indemnity in favor of both the City and the Bond Registrar, complying with such other reasonable regulations and conditions as the Bond Registrar and City may prescribe, and paying such expenses as the City may incur. All Bonds so surrendered shall be cancelled. If any such Bond shall have been matured or be about to mature, instead of issuing a substitute Bond, the Bond Registrar may pay the same, upon compliance with the foregoing conditions and requirements.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the City, whether or not any lost, stolen or destroyed Bonds are found and shall be entitled to equal and proportionate benefits and rights with all other Bonds issued hereunder as to lien on and source and security for payment from the Pledged Revenues.

SECTION 2.07. TEMPORARY BONDS. Until Bonds in definitive form of any series are ready for delivery, the City may execute, and upon its request in writing, the Bond Registrar shall authenticate and deliver in lieu of any thereof, and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten Bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described and with appropriate omissions, variations and insertions. The Bonds in temporary form will be in such principal amounts as the City shall determine.

Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Resolution. The City shall, without unreasonable delay, prepare, execute and deliver to the Bond Registrar and thereupon, upon the presentation and surrender of the Bonds in temporary form to the Bond Registrar the Bond Registrar shall authenticate and deliver, in exchange therefor, a Bonds of the same maturity, in definitive form in the authorized denominations, and for the same aggregate principal amount, as the Bonds in temporary form surrendered. The expense of such exchange shall be paid by the City and there shall be made no charge therefor to any Registered Owner.

SECTION 2.08. BOND ANTICIPATION NOTES. In anticipation of the delivery of the Bonds of any series and receipt of the proceeds thereof, The City may issue Bond Anticipation Notes, in the aggregate principal amount or original issuance not to exceed the aggregate principal amount of such Bonds authorized. Any Bond Anticipation Notes shall be considered to be Subordinate Bonds for the purposes of, and shall be entitled to the benefits and protection of this Resolution, junior and subordinate to the rights of the Registered Owners of any outstanding Bonds. Provisions regarding the form of such Bond Anticipation Notes and the security for any Bond Anticipation Notes shall be set forth in a separate resolution of the Commission adopted at or prior to the time of sale of such Bond Anticipation Notes.

SECTION 2.09. PROVISIONS FOR REDEMPTION. The Bonds may be redeemable, by operation of the Bond Amortization Account or at the option of the City, as provided by subsequent resolution of the Commission adopted prior to the delivery of the Bonds.

Not more than sixty (60) days or less than thirty (30) days prior to the redemption date, notice of such redemption (i) shall be published in a financial journal published in the Borough of Manhattan, City and State of New York, (ii) shall be filed with the Bond Registrar, and (iii) shall be mailed, postage prepaid, to all Registered Owners

of Bonds to be redeemed at their addresses as they appear on the registration books hereinabove provided for. Interest shall cease to accrue on any Bonds duly called for prior redemption on the redemption date, if payment thereof has been duly provided.

SECTION 2.10. FORM OF BONDS. The text of the Bonds shall be of substantially the form of Exhibit A hereto, with such omissions, insertions, and variations as may be necessary and desirable, and as may be authorized or permitted by this Resolution or by subsequent resolution adopted prior to the issuance thereof.

ARTICLE III

BONDS NOT GENERAL OBLIGATION OF CITY; PLEDGE OF REVENUES AND APPLICATION THEREOF

SECTION 3.01. BONDS NOT GENERAL OBLIGATION OR INDEBTEDNESS OF THE CITY. The Bonds shall not be or constitute a general obligation or indebtedness of the City as "bonds" within the meaning of any constitutional, statutory, charter or code provision or limitation, but shall be special, limited obligations of the City, the principal of, premium, if any, and interest on which are payable solely from the Pledged Revenues as herein provided. No Registered Owner or Owners of any Bonds issued hereunder shall ever have the right to require or compel the exercise of the ad valorem taxing power of the City, or taxation in any form of any property of or in the City, to pay the Bonds or the interest thereon.

SECTION 3.02. BONDS SECURED BY PLEDGED REVENUES. The payment of the principal of and interest on all of the Bonds issued hereunder shall be secured forthwith equally and ratably with the other Bonds by a first lien upon and pledge of the Pledged Revenues. The Pledged Revenues, in an amount sufficient both to pay the principal of and interest on the Bonds herein authorized and to make the payments into the Reserve Account and Sinking Fund and all other payments provided for in this Resolution are hereby irrevocably pledged in the manner stated herein to the payment of the principal of and interest on the Bonds herein authorized as the same become due; provided that said pledge and lien may be released and extinguished by defeasance as provided in Section 6.04 hereof.

SECTION 3.03. APPLICATION OF PLEDGED REVENUES. For as long as any of the principal of and interest on any of the Bonds shall be outstanding and unpaid or until (a) there shall have been set apart in the Sinking Fund, herein established, including the Reserve Account and Bond Amortization Account, a sum sufficient to pay when due the entire principal of the Bonds remaining unpaid, together with the premium, if any, with respect thereto, and the interest accrued or to accrue thereon, or (b) provision for payment of the Bonds shall have been made in accordance with the terms of Section 6.04 of this Resolution and the Bonds shall have been defeased, the City covenants with the Registered Owners of any and all Bonds as follows:

(A) CREATION OF FUNDS AND ACCOUNTS. There are hereby created and established the following funds and accounts: the Water and Sewer Refunding Revenue Bonds, Revenue Fund, hereinafter referred to as the "Revenue Fund"; the Water and Sewer Refunding Revenue Bonds, Sinking Fund, hereinafter called the "Sinking Fund", together with the "Reserve Account" therein; and the Water and Sewer System Renewal and Replacement Fund, hereinafter referred to as the "Renewal and Replacement Fund."

If and to the extent that the City shall issue any Bonds of any series as Term Bonds, then and in that event, the City shall, in the first year in which the deposit of Amortization Installments is required for such maturity of Term Bonds, create a separate Bond Amortization Account in the Sinking Fund for each maturity of Term Bonds and maintain such Bond Amortization Account until the maturity date of such maturity of Term Bonds.

If and to the extent that the City shall hereafter by resolution determine to grant a pledge of and lien upon the Water and Wastewater Development Fees or the Special Assessments, then there shall be created the following additional funds and accounts: the Water and Sewer System Special Assessments Fund (together with any special subaccounts therein), hereinafter referred to as the "Special Assessments Fund," together with the Special Assessments Current Account and the Restricted Reserve Account therein; and the Water and Sewer System Water and Wastewater Development Fees Fund (together with any special subaccounts therein), hereinafter referred to as the "Water and Wastewater Development Fees Fund," together with the Water and Wastewater

Development Fees Current Account and the Water and Wastewater Development Fees Stabilization Account therein.

(B) MAINTENANCE OF FUNDS AND ACCOUNTS. The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds or accounts, as such terms are commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of Pledged Revenues for certain purposes and to establish certain priorities for application of such Pledged Revenues as provided herein. Cash and investments required to be accounted for in each of the funds and accounts established by this Resolution may be deposited in a single bank account, provided that standard accounting records are maintained to reflect control or restricted allocation of the moneys therein for the various purposes of such funds and accounts.

The foregoing provisions notwithstanding, the funds and accounts created and established pursuant to this Resolution shall constitute trust funds for the purposes provided herein and shall be maintained on the books of the City as separate and distinct from all other funds and accounts of the City, in the manner provided in this Resolution. All moneys in such funds and accounts shall be continuously secured in the same manner as deposits of City funds are required to be secured by the laws of the State.

Separate accounts may be maintained for different series or installments of Bonds and identified by the appropriate designation, and deposits into the accounts for each such series or installment of Bonds shall be on a parity with the deposits, if any, into the corresponding accounts for each other series of Bonds (or, in the case of a deficiency, shall be on a pro rata basis computed with regard to the aggregate principal amount of Bonds of each series then outstanding and unpaid) unless specified otherwise; further provided that moneys on deposit in the accounts established for a particular series of Bonds may be specified not to be available to be used for payments required to be made from the corresponding accounts for any other series of Bonds.

(C) APPLICATION OF GROSS REVENUES. All Gross Revenues shall, immediately upon receipt thereof, be deposited by the City into the Revenue Fund. Any moneys at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority. Moneys on deposit in the Revenue Fund shall be applied, on or before the 20th day of each month, commencing with the first month following delivery of any Bonds, only in the following manner and order of priority:

(1) Moneys shall first be applied to pay the current Operating Expenses.

(2) Moneys shall next be withdrawn from the Revenue Fund and deposited into the Sinking Fund to the extent necessary to pay the Debt Service Requirement on the Bonds during the current Bond Year as follows:

(a) moneys shall be applied in the amount of one-sixth of the interest becoming due on Current Interest Paying Bonds on the next Interest Payment Date;

(b) moneys shall be applied in the amount of one-twelfth of the principal becoming due on Current Interest Paying Bonds on the next Principal Maturity Date;

(c) moneys shall be applied in the amount of one-twelfth of the Compounded Amount of Compounding Interest Bonds becoming payable on the next Principal Maturity Date

(3) Moneys shall next be used to maintain on deposit in the Reserve Account in the Sinking Fund an amount equal to the

Reserve Account Requirement; provided that this requirement shall not apply with respect to any Bonds as to which a Reserve Account Credit Facility has been furnished to satisfy such Reserve Account Requirement; further provided that the City may, at the time of issuance of any series of Bonds, elect to accumulate the Reserve Account Requirement for such series of Bonds over a period of sixty (60) months by depositing into the Reserve Account in each month one sixtieth (1/60th) of the Reserve Account Requirement with respect to such series of Bonds.

Moneys in the Reserve Account shall be used only for the purpose of the payment of maturing Amortization Installments or principal of or interest on the Bonds when the other moneys allocated to the Sinking Fund are insufficient therefor, and for no other purpose. Any withdrawals from the Reserve Account shall be restored from the first available moneys after all required current payments have been made into the Sinking Fund and accounts therein.

Upon the issuance of Additional Parity Bonds, additional moneys shall be deposited into the Reserve Account from the proceeds of such Additional Parity Bonds, or from other moneys of the City available therefor, in order to make the amount on deposit in the Reserve Account at the time of issuance thereof equal to the Reserve Account Requirement. The foregoing provision notwithstanding, the City shall be entitled at the time of issuance of the Additional Parity Bonds (a) to deposit each month one-sixtieth (1/60th) of the difference between the Reserve Account Requirement and the amounts on deposit in the Reserve Account or (b) to provide a Reserve Account Credit Facility in an amount equal to such difference in lieu of depositing such moneys; provided, that the consent of the Credit Facility Issuer with respect to any Bonds outstanding at the time of issuance of such Additional Parity Bonds shall be required where the full deposit into the Reserve Account is not made at the time of issuance of such Additional Parity Bonds.

The Authorized Investments on deposit in the Reserve Account shall be valued annually as of the last day of the Fiscal Year at the fair market value. If and whenever the moneys and Authorized Investments applied and allocated to the Reserve Account (except investment income to be deposited into the Revenue Fund as hereinafter provided) exceed the Maximum Debt Service Requirement on all then outstanding Bonds, such excess may be withdrawn and applied and allocated into the Renewal and Replacement Fund, or if the maximum amount required to be applied and allocated is then so applied and allocated in the Renewal and Replacement Fund, then into the Sinking Fund.

(4) Moneys shall next be used to cure any deficiency for prior deposits into the Sinking Fund and Reserve Account.

(5) Moneys shall next be used for deposit into the Renewal and Replacement Fund of an amount equal to one twelfth (1/12th) of five percent (5%) of the Net Revenues for the preceding Fiscal Year, provided that no further deposits shall be required to be made into the Renewal and Replacement Fund so long as the amount on deposit therein is equal to the sum of two hundred thousand dollars (\$200,000) or such greater amount as may be recommended by the Independent Consultant. Moneys on deposit in the Renewal and Replacement Fund shall be used only for the purpose of paying the cost of extensions, enlargements or additions to, the replacement of capital assets of, or emergency repairs to, the System. Such moneys on deposit in such fund shall also be used to supplement the Reserve Account, if necessary, in order to prevent a default in the payment of the principal of and interest on the Bonds.

(6) Moneys shall next be used to pay the principal of and interest on any Subordinate Bonds that may be outstanding.

(7) Remaining moneys may thereafter be withdrawn and used by the City for any lawful purpose.

(D) SPECIAL ASSESSMENTS FUND. All Special Assessments allocable to any series of Bonds additionally secured by Special Assessments shall, upon receipt thereof, be deposited in the Special Assessments Fund. The City shall, from time to time whenever necessary, create subaccounts in the Special Assessments Fund to segregate Special Assessment applicable to each series of Bonds additionally secured by Special Assessments and to effectuate the purposes herein set forth. The aggregate amount of Special Assessments applied and allocated to the aggregate Debt Service Requirements for any series of Bonds additionally secured by Special Assessments at any time remaining on deposit in the Special Assessments Fund shall be disposed of on or before the 15th day of each month, commencing in the month immediately following the delivery of any Bonds additionally secured by Special Assessment, or in the first month in which the Special Assessments are received, as the case may be, in the following manner and in the following order of priority:

(1) Special Assessments Current Account. Moneys in the Special Assessments Fund shall first be used to accumulate in the Special Assessments Current Account an amount equal to the Annual Special Assessments Debt Service Requirement for the then current Bond Year. Moneys on deposit in the Special Assessments Current Account shall be transferred to the Revenue Fund one business day prior to the date on which a payment of the principal of or interest on any series of Bonds additionally secured by Special Assessments is to be made from the Sinking Fund, in an amount which is necessary in order to provide for the payment of the Annual Special Assessments Debt Service Requirement for the then current Bond Year and amounts, if any, due for prior Bond Years.

(2) Restricted Reserve Account. Any remaining moneys in the Special Assessments Fund shall be deposited into the Restricted Reserve Account. Moneys on deposit in the Restricted Reserve Account shall be applied (i) to the Special Assessments Current Account whenever moneys on deposit therein are insufficient for the purposes set forth herein for such account; (ii) to supplement the Reserve Account whenever necessary to prevent a default in the payment of principal (including Amortization Installments) and interest on any Bonds or to cure any deficiency in said Reserve Account; and (iii) to pay the cost of the acquisition and construction of additions, extensions, and improvements to the System.

(E) Water and Wastewater Development Fees FUND. All Water and Wastewater Development Fees allocable to any series of Bonds additionally secured by an Water and Wastewater Development Fees Debt Service Component shall, upon receipt thereof, be deposited in the Water and Wastewater Development Fees Fund. The City shall, from time to time whenever necessary, create subaccounts in the Water and Wastewater Development Fees Fund to segregate Water and Wastewater Development Fees applicable to each series of Bonds additionally secured by an Water and Wastewater Development Fees Debt Service Component and to effectuate the purposes set forth herein. Water and Wastewater Development Fees at any time remaining on deposit in the Water and Wastewater Development Fees Fund shall be disposed of on or before the 15th day of each month, commencing with the month immediately following the delivery of any Bonds additionally secured by Water and Wastewater Development Fees or in the first month in which Water and Wastewater Development Fees are received, as the case may be, in the following manner and order of priority:

(1) Water and Wastewater Development Fees Current Account. Moneys in the Water and Wastewater Development Fees Fund shall first be used to accumulate in the Water and Wastewater Development Fees Current Account an amount equal to the Annual Water and Wastewater Development Fees Debt Service Requirement for the then current Bond Year; provided that the aggregate amount of Water and Wastewater Development Fees applied and allocated to the aggregate Debt Service Requirements for any series of Bonds additionally secured by Water and Wastewater Development Fees shall never exceed the Water and Wastewater Development Fees Debt Service Component for such series of

Bonds. Moneys on deposit in the Water and Wastewater Development Fees Current Account shall be transferred to the Revenue Fund one business day prior to any date on which a payment of the principal of or interest on any Bonds of a series additionally secured by Water and Wastewater Development Fees is to be made from the Sinking Fund, in an amount which is necessary in order to provide for the payment of the Annual Water and Wastewater Development Fees Debt Service Requirement for the then current Bond Year and amounts, if any, due for prior Bond Years.

(2) Water and Wastewater Development Fees Stabilization Account. Moneys remaining on deposit in the Water and Wastewater Development Fees Fund shall be deposited into the Water and Wastewater Development Fees Stabilization Account. Moneys on deposit in the Water and Wastewater Development Fees Stabilization Account shall be applied (i) to the Water and Wastewater Development Fees Current Account whenever the moneys on deposit therein are insufficient for the purposes set forth herein for such Fund, and (ii) to pay the cost of the acquisition and construction of Expansion Facilities.

(F) INVESTMENT OF MONEYS IN FUNDS AND ACCOUNTS. All moneys on deposit in the funds and accounts created hereunder may be invested and reinvested; provided, however, that such investments shall mature not later than the respective dates when such moneys will be required for the purposes of such funds and accounts. In the case of the Reserve Account, the investments shall mature not later than the final maturity of the Bonds. All income from such investments shall upon receipt be deposited into the Revenue Fund, except that the income from the investment of moneys in the Project Fund shall be retained therein and used to pay Project Costs.

(G) OPERATION OF BOND AMORTIZATION ACCOUNT. Moneys held for the credit of the Bond Amortization Account shall be applied to the retirement of Term Bonds as follows:

(1) Subject to the provisions of Paragraph (3) below, the City shall endeavor to purchase Term Bonds then outstanding at the most advantageous price obtainable with reasonable diligence, such price not to exceed the principal of such Term Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Registered Owners of such Term Bonds if such Term Bonds should be called for redemption on such date from moneys in the Bond Amortization Account. The City shall pay the interest accrued on such Term Bonds to the date of delivery thereof from the Interest Account and the purchase price from the Bond Amortization Account, but no such purchase shall be made by the City within the period of 45 days immediately preceding any Interest Payment Date on which Term Bonds are subject to call for redemption, except from moneys in excess of the amounts set aside or deposited for the redemption of Term Bonds.

(2) Subject to the provisions of Paragraph (3) below, whenever sufficient money is on deposit in the Bond Amortization Account to redeem \$5,000 or more principal amount of Term Bonds, the City shall call for redemption from money in the Bond Amortization Account such amount of Term Bonds then subject to redemption as, with the redemption premium, if any, will exhaust the money then held in the Bond Amortization Account as nearly as may be practicable. Prior to calling Term Bonds for redemption, the City shall withdraw from the Sinking Fund and from the Bond Amortization Account and set aside in separate accounts or deposit with the Bond Registrar the respective amounts required for paying the interest on and the principal of and redemption premium applicable to the Term Bonds so called for redemption.

(3) Money in the Bond Amortization Account shall be applied by the City in each Bond Year to the retirement of Term Bonds then outstanding in the following order:

(a) The Term Bonds of each issue of Bonds, to the extent of the Amortization Installment, if any, for such Bond Year for the Term

Bonds of each such issue then outstanding, plus the applicable premium, if any, and if the amount available in such Bond Year shall not be sufficient therefor, then in proportion to the Amortization Installment, if any, for such Bond Year for the Term Bonds of each such issue then outstanding, plus the applicable premium, if any; provided, however, that if the Term Bonds of any such issue shall not then be subject to redemption from moneys in the Bond Amortization Account and if the City shall at any time be unable to exhaust the moneys applicable to the Term Bonds of such issue under the provisions of this clause or in the purchase of such Term Bonds under the provisions of Paragraph (1) above, such money or the balance of such money, as the case may be, shall be retained in the Bond Amortization Account and, as soon as it is feasible, applied to the purchase or redemption of Term Bonds of such issue; and

(b) Any balance then remaining, other than money retained under the first clause of this Paragraph (3), shall be applied to the retirement of such Term Bonds and Additional Parity Bonds as the City in its sole discretion shall determine, but only, in the case of the redemption of Term Bonds of any issue, in such amounts and on such terms as may be provided in the proceedings authorizing the issuance of the Bonds of such issue.

(4) The City shall deposit into the Bond Amortization Account Amortization Installments for the amortization of the principal of the Term Bonds, together with any deficiencies for prior required deposits, such Amortization Installments to be in such amounts and to be due in such years as shall be determined by resolution of the Commission prior to the delivery of the Bonds. The City shall pay from the Sinking Fund all expenses in connection with any such purchase or redemption.

(H) UNCLAIMED MONEYS. Any moneys deposited into the Sinking Fund, including the Bond Amortization Account therein, for the payment of principal of, premium, if any, and interest on the Bonds and remaining unclaimed for a period of seven (7) years from the date on which such moneys were due to pay maturing principal of, premium, if any, or interest on such Bonds may be withdrawn by the City and used for any lawful purpose, provided (1) that such withdrawal shall not give rise to any claim for additional interest due on such Bonds on account of payment thereof not having been duly provided for under the terms of this Resolution and (2) that such withdrawal shall not affect the right, to the extent existing under the provisions of this Resolution or of the laws of the State, of the Registered Owner of such Bonds to payment of the principal and interest thereon to the Interest Payment Date with respect to which such moneys were originally deposited.

ARTICLE IV

APPLICATION OF BONDS PROCEEDS; REDEMPTION OF OUTSTANDING BONDS

SECTION 4.01. APPLICATION OF BONDS PROCEEDS. All moneys received from the sale of any or all of the Series 1988 Bonds originally authorized and issued pursuant to this Resolution, shall be disbursed as follows:

(A) Accrued interest received upon the delivery of the Series 1988 Bonds shall be deposited into the Sinking Fund and applied to the interest coming due on the Series 1988 Bonds on the first Interest Payment Date.

(B) An amount equal to the Reserve Account Requirement shall be deposited into the Reserve Account; provided that (i) this requirement may be satisfied by the establishment of a Credit Facility for the purpose of such Reserve Account or (ii) the City may elect to accumulate an amount equal to the Reserve Account Requirement over a period of sixty (60) months as provided herein.

(C) An amount specified in the Escrow Deposit Agreement shall be deposited with the Escrow Holder to be applied pursuant to the provisions of the Escrow Deposit Agreement to the payment of the principal, premium, if any, and interest on the Refunded Bonds as the same shall become due or as provided otherwise by subsequent resolution of the City adopted at or prior to the time of issuance of the Series 1988 Bonds.

(D) The City shall next pay the cost of issuance of the Series 1988 Bonds.

(E) The balance of such proceeds of the sale of the Series 1988 Bonds shall be deposited with a bank or trust company, in a special fund hereby created to be known as the "Series 1988 Bonds Project Fund," (hereinafter referred to as the "Project Fund") under the management and control of the City, to be used to pay Project Costs.

The moneys on deposit in the Project Fund shall be withdrawn, used and applied by the City solely for the payment of the Project Costs and purposes incidental thereto, as described and set forth in this Resolution. All expenditures or disbursements from the Project Fund shall be made only after such expenditures or disbursements shall have been approved in writing by the City.

All funds on deposit in the Project Fund, which in the opinion of the City, are not immediately necessary for expenditure, as hereinabove provided, may be invested in Authorized Investments, maturing at such time or times as such moneys will be needed for the purposes of the Project Fund. All income derived from such investments shall be retained in the Project Fund and used to pay the Project Costs.

If, for any reason, the moneys on deposit in the Project Fund, or any part thereof, are not necessary for or are not applied to the payment of Project Costs, then the unapplied proceeds shall be deposited by the City (1) first, into the Sinking Fund to the extent of any deficiency therein, (2) second, into the Reserve Account to the extent of any deficiency therein, and (3) third into the Renewal and Replacement Fund; provided that such moneys may also be retained in the Project Fund and expended to pay the cost of other additions, extensions, and improvements to the System.

SECTION 4.02. REDEMPTION OF REFUNDED BONDS. The City shall call for prior redemption the portions of the Refunded Bonds, if any, specified in subsequent resolution of the Commission adopted at or prior to the time of sale of the Series 1988 Bonds.

ARTICLE V

COVENANTS OF THE CITY REMEDIES

SECTION 5.01. COVENANTS OF THE CITY. For as long as any of the principal of and interest on any of the Bonds shall be outstanding and unpaid or until (a) there shall have been set apart in the Sinking Fund, herein established, including the Reserve Account and Bond Amortization Account, a sum sufficient to pay when due the entire principal of the Bonds remaining unpaid, together with the premium, if any, with respect thereto, and the interest accrued or to accrue thereon, or (b) provision for payment of the Bonds shall have been made in accordance with the terms of Section 6.04 of this Resolution and the Bonds shall have been defeased, the City covenants with the Registered Owners of any and all Bonds as follows:

(A) RATE COVENANT. The City will fix, establish and maintain such rates and collect such fees, rentals, or other charges for the services and facilities of the System, and will revise the same from time to time whenever necessary, so as to provide Revenues in each Bond Year commencing with the Bond Year beginning after October 1, 1988, equal to (i) (A) together with the Water and Wastewater Development Fees and Special Assessments, one hundred twenty percent (120%) of the Debt Service Requirement on the Bonds in such Bond Year, and (B) exclusive of the Water and Wastewater Development Fees and Special Assessments, one hundred percent (100%) of the Debt Service Requirement on the Bonds in such Bond Year. , and (ii) one hundred percent (100%) of (a) the Operating Expenses of the System for such year, and (b) the required deposits into the Reserve Account and the Renewal and Replacement Fund in such Bond Year.

(B) OPERATION AND MAINTENANCE. The City will maintain said System and all parts thereof in good condition, and will operate the same in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof and, subject to the provisions of this Resolution, will continuously operate said System as a revenue producing enterprise of said City until all of the Bonds and the interest thereon, are finally paid and retired, or until the Bonds have been defeased in accordance with the provisions hereof.

(C) INSPECTION AND REPORT. The City will cause the Facilities of the System to be inspected by the Independent Consultants at least once every third Fiscal Year. Following such inspection, the Independent Consultants shall prepare and file with the City within one hundred eighty (180) days after the end of such Fiscal Year their report stating their conclusions and recommendations, and the City shall make such report generally available to any Registered Owner upon written request therefor.

(D) INSURANCE. The City will carry such insurance as is ordinarily carried by private corporations owning and operating Facilities similar to the System with a reputable insurance carrier or carriers, including liability insurance, for which the City may be a self-insurer, and insurance against loss or damage by fire, explosion, hurricane, earthquake, cyclone, occupancy or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of said System. In time of war, the City shall also carry in said amount such insurance as may be available against loss or damage by the risks and hazards of war.

(E) BOOKS AND RECORDS. The City will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the City, and in which complete and correct entries shall be made in accordance with standard principles of governmental accounting of all transactions relating to the System;

any Registered Owner of Bonds issued pursuant to this Resolution shall have the right at all reasonable times to inspect the System and all parts thereof, and all records, accounts and data of the City relating thereto.

The City shall, within 180 days after the close of each Fiscal Year, cause the books, records and accounts of the System for such preceding Fiscal Year to be properly audited by the Certified Public Accountants, and shall file with the City such report which shall cover in reasonable detail the operation of the System and the insurance carried with respect thereto; the City shall mail upon written request, and make available generally, said report, or a reasonable summary thereof, to any Registered Owner of Bonds issued pursuant to this Resolution.

(F) SALE OF THE SYSTEM. The System may be sold, mortgaged, leased or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized from such transaction shall be sufficient fully to retire all of the Bonds and all other obligations outstanding pursuant to the provisions of this Resolution which have a lien on the Revenues. The proceeds from such sale, mortgage, lease or other disposition of and shall be used only for the purpose of paying the principal of and interest on the Bonds and other obligations outstanding pursuant to the provisions of this Resolution as the same shall become due, or the redemption of callable Bonds, provided, however, that any excess of such proceeds not needed for such purpose may be used by the City for any purpose permitted by law.

The foregoing provision notwithstanding, the City shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System which may hereafter be determined in the manner provided herein to be no longer necessary, useful, or profitable in the operation thereof. Prior to any such sale, lease, or other disposition of said property the duly authorized officer in charge of such System shall make a finding in writing determining that such property comprising a part of said System is no longer necessary, useful, or profitable in the operation thereof. If the amount to be received as a result of such sale or other disposition is in excess of \$5,000, such finding shall be approved by resolution of the governing body of the City, and, if the amount to be received as a result of such sale or other disposition is in excess of \$25,000, such finding shall be approved by the Independent Consultants and by resolution of the governing body of the City. Any proceeds of such sale or other disposition shall be deposited in the Renewal and Replacement Fund created by this Resolution and used only as provided herein for moneys on deposit in such fund. Such payment of such proceeds into said Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of this Resolution.

The foregoing provision notwithstanding, the City shall have and hereby reserves the right to sell, lease, or transfer operating control of, or otherwise dispose of, the property comprising the System as a whole to any public board or body, whether created by the City or created pursuant to the laws of the State, for the purpose of owning and operating the System, whether independent of or together with any other utility systems of the City. Any such transfer shall be expressly made subject to the rights of the Registered Owners of any Bonds issued hereunder, and in particular subject to the lien upon the Pledged Revenues of the Bond.

(G) ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES. The City will not issue any other obligations, except Additional Parity Bonds hereafter issued under the conditions and in the manner provided herein, payable from the Pledged Revenues nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien of the Bonds issued pursuant to this Resolution and the interest thereon, upon any of the Pledged Revenues. Any

other obligations issued by the City, in addition to the Bonds authorized by this Resolution or Additional Parity Bonds provided for herein, shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds issued pursuant to this Resolution and any such Additional Parity Bonds as to lien on and source and security for payment from the Pledged Revenues, and in all other respects.

(H) ISSUANCE OF ADDITIONAL PARITY BONDS. No Additional Parity Bonds shall be issued after the issuance of any Bonds pursuant to this Resolution, except upon the following terms and conditions:

Additional Parity Bonds payable from the Revenues may be issued by the City (i) for the purposes of financing the construction and acquisition of additions, extensions and improvements to the System or (ii) for refunding purposes, only if the Adjusted Net Revenues, as hereinafter defined, received by the City from the operation of said System during the Computation Period, hereinafter defined, as evidenced by the written certificate of the Independent Consultants, shall be at least equal, together with the Water and Wastewater Development Fees and the Special Assessments, to one hundred twenty per centum (120%) of the Maximum Debt Service Requirement on (1) the Series 1988 Bonds issued pursuant to this Resolution then outstanding, (2) any Additional Parity Bonds theretofore issued and then outstanding, and (3) the Additional Parity Bonds proposed to be issued.

For purposes of this subsection, (a) the term "Computation Period" shall mean any period of twelve (12) consecutive months of the eighteen (18) months immediately preceding the month of sale of such Additional Parity Bonds, and (b) the term "Adjusted Net Revenues" shall mean the Net Revenues, as set forth in a written certificate of the Certified Public Accountants, for the Computation Period specified in the preceding paragraph, adjusted by the Independent Consultants in the following manner:

(1) In the event the City shall be constructing or acquiring additions, extensions and improvements to the System from the proceeds of such Additional Parity Bonds and shall have established rates, fees and charges to be charged and collected from the users of such facilities when service is rendered, such Net Revenues may be adjusted by adding thereto (a) in the case of acquisition of existing facilities, the actual amount of Net Revenues which the Certified Public Accountants certify to have been collected from the customers of the existing system being acquired during the Computation Period, and (b) in the case of the construction of additions, extensions and improvements to the System, the amount of Net Revenues which the Independent Consultants estimate would have been received had such additions, extensions and improvements been completed and in operation during the Computation Period.

(2) In the event that the City shall have increased the rates, fees and charges for the services and facilities of said System during the Computation Period, or subsequent to the end of the Computation Period but prior to the date of issuance of the Additional Parity Bonds, the Net Revenues may be adjusted by the Independent Consultants by adding thereto the additional Net Revenues which the Independent Consultants estimate would have been received from said System if such increased fees, rates or other charges had been in effect for said entire Computation Period.

No Additional Parity Bonds, shall be issued at any time, however, unless all of the payments into the respective funds provided for in this Resolution on Bonds then outstanding, and all other Sinking Fund, Reserve Account or other payments provided for in this Resolution, shall have been made in full to the date of issuance of said Additional Parity Bonds and the City shall be in substantial compliance with all of the covenants, agreements and terms of this Resolution.

(I) RATE CLASSIFICATIONS; SERVICES RENDERED TO THE CITY. The City will not render or cause to be rendered any free services of

any nature by the System, or any part thereof, nor will any preferential rates be established for users of the same class; in the event the City, or any department, agency, or instrumentality, or any officer or employee thereof, shall avail itself of the facilities or services provided by said System, or any part thereof, the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged to the City and to any such department, agency, instrumentality, officer, or employee. Such charges shall be paid as they accrue, and the City shall transfer from its general or other funds sufficient sums to pay such charges. The Revenues so received shall be deemed to be Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Revenues derived from the operation of said System; provided, however, that this paragraph shall not require the City to have the same rates for users of the services and facilities of said System residing or located within different areas of the City, and the City may have different rates for users of the services and facilities of said System located outside the boundaries of the City, as long as such rates comply with this paragraph, insofar as they relate to the users within any particular area or areas located without the City.

(J) ENFORCEMENT OF COLLECTIONS. The City will diligently enforce and collect all fees, rentals, or other charges for the services and facilities of the System and all parts thereof. The Commission will establish written policies regarding the enforcement of collections of such fees, rentals, and other charges and take all steps, actions and proceedings for the enforcement or collection of such fees, rentals or other charges to the full extent permitted or authorized by law, consistent with such reasonable policy.

The City will, to the full extent permitted by law and consistent with such reasonable policy, shut off and discontinue the supplying of the services and facilities of the System for the nonpayment of fees, rentals, or other charges for such services, and will not restore said services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

(K) USE OF SYSTEM. The City will, to the full extent permitted by law, require all persons, lands, building, and structures located within the service area of said System or which can use the facilities and services of said System to use the facilities and services of such System.

(L) NO COMPETING FACILITIES. The City, to the extent permitted by law, will not grant any franchise, license, or permit, or cause or voluntarily agree to the granting of any franchise, license, or permit, for the construction or operation of any facilities which will be competitive with the services and facilities of the System; provided, however, that this subsection shall not affect the vested rights of any persons, firms, or corporations now owning or operating such facilities.

Notwithstanding any other provisions of this Resolution to the contrary, the City shall be authorized to construct or acquire other non-competing systems providing products and services similar to those provided by the System in areas within or without the City geographically distinct from the service area of the System, and none of the revenues derived from such other non-competing systems shall be deemed to be Revenues of the System pursuant to this Resolution; provided, however, that if the City shall furnish products and services from the System to any other non-competing systems, which the City is hereby authorized to do, at rates comparable to the rates charged to other customers served by the System, the cost of products and services so supplied shall be deemed to be an operating expense of such other non-competing systems and an amount of the revenues derived from said other non-competing systems, which shall not be less than the cost of such products and services shall be transferred from the revenues of said other non-competing systems created and deposited in the Revenue Fund created herein for the System created and established by this

Resolution, and shall be deemed to be Revenues derived from the operation of the System as fully and to the same extent as other Revenues derived from the operation of the System.

(M) TAX COMPLIANCE. The City will take all actions and do all things necessary or desirable in order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Bonds, to the same extent as such existed on the date of issuance thereof, under the provisions of the Code.

SECTION 5.02. REMEDIES. Any Registered Owner of Bond issued under the provisions of this Resolution, or any trustee acting for such Registered Owners in the manner hereinafter provided, may, either at law or in equity, by suit, action, mandamus, or other proceedings, in any court of competent jurisdiction, protect and enforce any and all rights, either under the laws of the State of Florida or granted and contained in this Resolution and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed either by the City or by any officer thereof, including the fixing, charging, and collecting of rates, fees or other charges for the services and facilities of the System.

In the event that default shall be made in the payment of the interest on or the principal of any of the Bonds issued pursuant to this Resolution as the same become due, or in the making of the payments into the Sinking Funds or the Reserve Account or any other payments required to be made by this Resolution, or in the event that the City or any officer, agent, or employee thereof shall fail or refuse to comply with provisions of this Resolution, or shall default in any covenant made herein, and in the further event that any such default shall continue for a period of thirty (30) days after the giving of notice thereof to the City, the Registered Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds outstanding, or any trustee appointed to represent Registered Owners as hereinafter provided, shall be entitled as of right to the appointment of a receiver of the System in an appropriate judicial proceeding in a court of competent jurisdiction, whether or not such Registered Owners or trustee is also seeking or shall have sought to enforce any other right or exercise any other remedy in connection with Bonds issued pursuant to this Resolution.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of the System, and each and every part thereof, and shall hold, operate and maintain, manage and control such System, and each and every part thereof, and in the name of the City shall exercise all the rights and powers of the City with respect to the System as the City itself might do. Such receiver shall collect and receive all Revenues and maintain and operate such System in the manner provided in this Resolution, and comply, under the jurisdiction of the court appointing such receiver, with all of the provisions of this Resolution.

Whenever all principal that is due upon Bonds issued pursuant to this Resolution, together with interest thereon, and all payments required under any covenants of this Resolution for reserve, sinking funds, or other funds, and all principal upon any other obligations, together with interest thereon, having a charge, lien or encumbrance upon the Revenues, shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the City upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of Bond issued pursuant to this Resolution, or any trustee appointed for Registered Owners as hereinafter provided, shall have the right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver shall, in the performance of the powers hereinabove conferred upon him, be under the direction and supervision

of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate such System in the name of the City and the Registered Owners of Bonds issued pursuant to this Resolution. Such receiver shall have no power to sell, assign, mortgage, or otherwise dispose of any assets of any kind or character belonging or pertaining to such System, but the authority of such receiver shall be limited to the possession, operation, and maintenance of the System for the sole purpose of the protection of both the City and said Registered Owners.

The Registered Owners of Bonds in an aggregate principal amount of not less than twenty-five per centum (25%) of Bonds issued under this Resolution then outstanding may, by a duly executed certificate in writing, appoint a trustee for Registered Owners of Bonds issued pursuant to this Resolution with authority to represent such Registered Owners in any legal proceedings for the enforcement and protection of the rights of such Registered Owners. Such certificate shall be executed by such Registered Owners or their duly authorized attorneys or representatives, and shall be filed in the office of the City Clerk-Auditor and with the Mayor-Commissioner.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. VALIDATION AUTHORIZED. The City Attorney, in his discretion, with the advice of Bond Counsel, is hereby authorized to institute on behalf of the City validation proceedings in the Circuit Court for Volusia County pursuant to the provisions of Chapter 75, Florida Statutes, for validation of the Series 1988 Bonds and other matters necessary or incidental thereto.

SECTION 6.02. SALE OF SERIES 1988 BONDS. The Series 1988 Bonds shall be issued and sold at public sale, private placement, or negotiated sale at one time or in installments from time to time and at such price or prices consistent with the provisions of the Act and the requirements of this Resolution.

SECTION 6.03. NOTICES TO CREDIT FACILITY ISSUER. Whenever a Credit Facility Issuer shall be providing a Credit Facility with respect to any Bonds issued hereunder, such Credit Facility Issuer shall be entitled to receive and shall be provided by certified mail all notices and reports which are required herein to be prepared and to be sent or made available to Registered Owners of such Bonds.

SECTION 6.04. DEFEASANCE. Notwithstanding the foregoing provisions of this Resolution, if, at any time, the City shall have paid, or shall have made provision for payment of, the principal, interest and redemption premiums, if any, with respect to any Bonds, then, and in that event, the pledge of and lien on the Pledged Revenues in favor of the Registered Owners of such Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the Registered Owners of such Bonds, in respect to which such Federal Securities, the principal and interest received will be sufficient to make timely payment of the principal, interest, and redemption premiums, if any, on such outstanding Bonds designated to be defeased, shall be considered "provision for payment". Nothing herein shall be deemed to require the City to call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the City in determining whether to exercise any such option for early redemption.

SECTION 6.05. NO RECOURSE. No recourse shall be had for the payment of the principal of, premium, if any, and interest on the Bonds, or for any claim based thereon or on this Resolution, against any present or former member or officer of the Commission or any person executing the Bonds.

SECTION 6.06. MODIFICATION OR AMENDMENT. No material modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Registered Owners of fifty-one percent (51%) or more in principal amount of the Bonds then outstanding, provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds, a reduction in the rate of interest thereon, or a reduction in the amount of the principal obligation represented thereby; nor shall any modification or amendment either affect the unconditional promise of the City to pay the principal of and interest on the Bonds, as the same shall become due, from the Pledged Revenues, or reduce the percentage of Registered Owners of Bonds above required to consent to such material modifications or amendments, without the consent of the Registered Owners of all such Bonds; provided further, however, that no such modification or amendment shall allow or permit any acceleration of the payment of principal of or interest on the Bonds upon any default in the payment thereof whether or not the Registered Owners of the Bonds consent thereto.

The City, from time to time and at any time and without the consent or concurrence of any Registered Owners of any Bonds, may adopt a resolution amendatory hereof or supplemental hereto, if the provisions of such supplemental resolution shall not adversely affect the rights of the Registered Owners of the Bonds then outstanding, for any one or more of the following purposes:

- (1) to make any changes or corrections in this Resolution which the City shall have been advised by counsel are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or omission or mistake or manifest error contained herein, or to insert in this Resolution such provisions clarifying matters or questions arising hereunder as are necessary or desirable;
- (2) to add additional covenants and agreements of the City for the purpose of further securing the payment of the Bonds;
- (3) to surrender any right, power or privilege reserved to or conferred upon the City by the terms hereof;
- (4) to confirm by further assurance any lien, pledge or charge created or to be created by the provisions hereof;
- (5) to grant to or confer upon the Registered Owners any additional right, remedies, powers, authority or security that lawfully may be granted to or conferred upon them;
- (6) to assure compliance with the Code;
- (7) to provide such changes which, in the opinion of the City, based upon such certificates and opinions of the Independent Consultant, Independent Certified Public Accountant, Bond Counsel, financial advisors or other appropriate advisors as the City may deem necessary or appropriate, will not materially adversely affect the security of the Registered Owners, including, but not limited to, such changes as may be necessary in order to adjust the terms hereof so as to facilitate the issuance of other types of obligations, including, but not limited to, bonds, notes, certificates, warrants or other evidences of indebtedness, which are Subordinated Bonds;
- (8) to modify any of the provisions of this Resolution in any other respects, provided that such modification shall not be effective (a) with respect to the Bonds outstanding at the time such amendatory or supplemental resolution is adopted or (b) shall not be effective (i) until the Bonds outstanding at the time such amendatory or supplemental resolution is adopted shall cease to be outstanding, or (ii) until the Registered Owners thereof consent thereto.

The foregoing provisions notwithstanding, (1) no consent of any Registered Owners shall be required with respect to modification or amendment with respect to Bonds as to which a Credit Facility is in place and to which modification or amendment the Credit Facility Issuer has provided its prior written consent and (2) no modification or amendment shall be effective with respect to any Bonds as to which a Credit Facility is effective without the prior written consent to such modification or amendment of the Credit Facility Issuer.

SECTION 6.07. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of this Resolution or of the Bonds.

SECTION 6.08. REPEALING CLAUSE. All ordinances and resolutions of the City, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

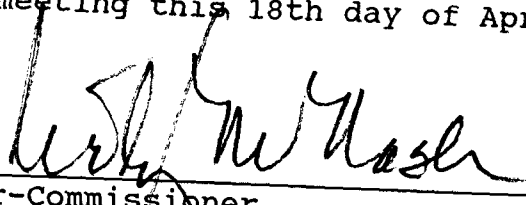
SECTION 6.09. EFFECTIVE DATE. This Resolution shall take effect in the manner provided by law.

DONE AND RESOLVED in regular meeting this 18th day of April, A.D. 1988.



(SEAL)

ATTEST:



Mayor-Commissioner



City Clerk-Auditor

APPROVED AS TO FORM
AND CORRECTNESS:



City Attorney

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Construction Contract for Wiley M. Nash Water Reclamation Facility Upgrade.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: 35Z6265-WRF Contract - Final, Exhibit A- GMP, 35Z6317-Exhibit B, Exhibit C - Tax Exempt Purchases, 35Z6310-WRF Exhibit D - Bond form, EXHIBIT E- INSURANCE REQUIREMENTS, 35Z6297-WRF Contract - Exhibit F - General and Supplementary Conditions

APPROVED BY: Michael Pleus, City Manager, September 14, 2023

SUMMARY/HIGHLIGHT:

The City of DeLand currently provides water reclamation services to a service area of about 99 square miles with a current service population of more than 66,000. Rapid growth during the past decade and that projected in the near future will cause the City's sole water reclamation plant, originally constructed in 1978, to approach its permitted and physical capacity to treat 6.0 million gallons per day (MGD). In addition, recent legislation, including the Nutrient Total Maximum Daily Load (TMDL) for Blue Spring, requires that the plant be upgraded to current Advanced Wastewater Treatment (AWT) standards; specifically, to reduce nitrogen and phosphorus in its discharge to 5/5/3/1 for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Nitrogen and Total Phosphorus, respectively.

Utility Consultants Mead & Hunt were selected by the City to design plant improvements. Based upon recommendations provided in their July, 2021 SRF Facility Plan, the current plant upgrade design was prepared to provide necessary tanks, equipment and piping to increase plant capacity from 6.0 to 8.0 MGD and achieve the required AWT level of treatment. The plant site layout was designed to accommodate future construction of two additional BNR (biological nutrient removal) tank trains and equipment so the plant can be expanded in the future to an ultimate capacity of 12 MGD.

The City elected to use a Construction Manager at Risk (CMAR) model to procure construction services. In May of 2022, following a selection procedure prescribed by State law, the Commission authorized contractor Wharton Smith, Inc. to prepare a Guaranteed Maximum Price (GMP) proposal to upgrade the Wiley M. Nash Water Reclamation Facility (WRF) to provide Advanced Wastewater Treatment. This firm was simultaneously authorized to prepare a GMP proposal for the Utility Administration Building (UAB). In March 2023, the Commission authorized an "Early GMP" for the UAB site work and preliminary construction activities and in May, 2023, approved an amendment to that award for complete UAB construction. Construction on that project began in July of this year and is expected to be complete in late 2024.

Over a number of months, Wharton Smith worked to price their GMP proposal for the WRF as the design plans and specifications developed by utility engineering consultants, Mead and Hunt, were fully designed. In October 2022, April 2023 and August 2023, Wharton Smith submitted draft GMP's based on 30%, 60% and 90% design engineering plans respectively. At this time, the contractor has submitted their final price proposal and has agreed to execute a construction contract which has been reviewed and approved by the City Attorney.

Wharton Smith has worked extensively with the design engineers, equipment suppliers, materialmen and

dozens of subcontractors to obtain prices used to build their GMP proposal. Unfortunately, due to very dynamic market conditions, these prices have a limited “shelf life” so the City must act timely to obligate the project at the current price. In addition, grant and loan funding arranged to date is dependent on a construction start date in the Fall of 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government with Increase Investment in Infrastructure

SUSTAINABILITY:

Natural Resource Protection and Optimization

FISCAL IMPACT:

The history of draft GMP pricing is as follows:

October, 2022 (30% plan development - \$83,329,784

April, 2023 (60% plan development) - \$79, 698,914

August 10, 2023 (90% plan development - \$80,603,762

With their August 10, 2023 proposal, Wharton Smith presented a detailed cost breakdown of their pricing (almost 1,000 pages in length including vendor and subcontractor quotes). Staff identified a number of line items they believed needed to be negotiated which they discussed with the contractor’s representatives. As a result, on August 17, 2023, Wharton Smith agreed to a final total cost with a breakdown as follows:

Total Direct Costs (Subcontractors, Self-Performed Work, Material, Labor, Supervision, etc.)	\$63,005,539
Sales Tax on Purchase Orders (potentially avoidable)	\$ 820,826
Total General Conditions (Field, Office and Executive Staff)	\$ 4,377,105
Bond	\$ 426,544
Insurance	\$ 485,168
Fee	\$ 5,526,064
Subtotal	\$74,641,246
Contingency (Allowances and Contingency for Risk)	\$ 4,600,000
Total with Contingency	\$79,241,246
Potential Owner Direct Purchase (ODP) Savings	(\$ 820,826)
Total with ODP Savings	\$78,420,420

It should be noted that the proposed contingency is about 6% of the total price. Much of that amount, \$3,115,000, is dedicated to “Risk Mitigation” items identified and priced by the contractor. We should therefore assume that this contingency will be claimed during the course of the project.

Construction Engineering and Inspection (CEI) services will also be needed for this project. Cost is anticipated to be about 3% of the contract amount (approximately \$2,630,160). Additional costs, estimated to be less than \$100,000, will be incurred by the City for special legal and loan counsel.

Funding for this project will be provided by multiple grants and low interest State Revolving Fund (SRF) loan funds. Anticipated funding is as follows:

- a. State of Florida (FDEP) Grant - \$23,000,000

- b. St. Johns River Water Management District (SJRWMD) Grant - \$3,000,000
- c. SRF FY '24 Loan anticipated October 1, 2023 - \$20,000,000
- d. SRF FY '25 Loan anticipated October 1, 2024 - \$20,000,000
- e. SRF FY '26 Loan anticipated October 1, 2025 - \$17,000,000

Debt service for the SRF loans was anticipated in the most recent updated utility rate study performed by Raftelis (January 2023). The SJRWMD and FDEP grants will be paid in reimbursement installments throughout the construction period. Assuming October, 2023 authorization of a construction contract, the plant is expected to be on line by July 2026.

Although available grant and loan funding is expected to total \$86,000,000, staff anticipates there is a possibility that contractor draws will exceed available grant and loan proceeds at some point in the project. To prepare for this possibility, staff analyzed two options for bridge financing with the City's bond counsel. The first is with the USDA. Mead and Hunt has advised that this option would have favorable terms. The second option is a note from our current bank, Wells Fargo. They have indicated that they do them all the time and it would not be a problem to secure a bridge loan if needed.

RECOMMENDATION:

Staff recommends that the City Commission approve the construction contract with Wharton Smith, Inc. for the Wiley M. Nash Water Reclamation Facility Upgrade, subject to approval of the final contract documents and attachments by the City Attorney and assurances by FDEP and the SJRWMD that anticipated grants, SRF Loan financing has been programmed by the respective agency.

BACKGROUND/DISCUSSION:

N/A

**CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL
CONTRACTING SERVICES FOR CONSTRUCTION PHASE
SERVICES FOR THE
THE CITY OF DELAND
WATER RECLAMATION FACILITY (WRF) UPGRADES AND
PLANT EXPANSION**

Between

THE CITY OF DELAND, FLORIDA

AND

WHARTON-SMITH, INC.

Contract No.

RFP No. 22-02 (WRF)

CONTRACT FOR CONSTRUCTION MANAGEMENT /GENERAL CONTRACTING SERVICES

CONSTRUCTION PHASE SERVICES

This Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion by and between the City of DeLand, Florida, a body corporate and politic and a subdivision of the State of Florida, whose address is City of DeLand, 120 South Florida Avenue, DeLand, Florida 32720 (hereinafter referred to as the "City"), and Wharton-Smith, Inc., 750 Monroe Road, Sanford, Florida 32771, (hereinafter referred to as the "Construction Manager/General Contractor" or "CM/GC").

WHEREAS, the City issued a request for proposals, RFP 22-02, for a construction manager pursuant to and in accordance with the requirements of Section 255.103, Fla. Stat. and Section 287.055, Fla. Stat. and the City's purchasing guidelines; and

WHEREAS, as a result of the procurement process, the City selected the CM/GC and previously entered into a contract with the CM/GC for the pre-construction phase services and entitled CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE SERVICES FOR UTILITY ADMINISTRATION BUILDING AND WATER RECLAMATION PLANT EXPANSION and entered into on May 16, 2022 (hereinafter sometimes referred to as the "Pre-Construction Phase Contract" or "Part A"); and

WHEREAS, the Pre-Construction Phase Contract required the CM/GC to provide three guaranteed maximum prices – one to construct the Utility Administration Building, one to construct the Water Reclamation Facility Upgrades and Plant Expansion, and one to construct both at the same time; and

WHEREAS, the CM/GC finished its work under the Pre-Construction Phase Contract with respect to the design and pricing of the utility administration building and the City thereafter entered into a contract with the CM/GC for the construction of the utility administration building entitled CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR CONSTRUCTION PHASE SERVICES FOR THE CITY OF DELAND UTILITY ADMINISTRATION BUILDING, signed by the City on March 6, 2023, and that project is now under construction; and

WHEREAS, the CM/GC has now delivered its guaranteed maximum price for construction of the Water Reclamation Facility Upgrades and Plant Expansion to the City and the City is ready to proceed with construction of the Water Reclamation Facility Upgrades and Plant Expansion and therefore enters into this Contract; and

WHEREAS, pursuant to this Contract the City's Water Reclamation Facility Upgrades and Plant Expansion will be built in accordance with the construction Contract Documents prepared by the firm of Mead & Hunt, Inc. and its subconsultants (hereafter referred to as the "Architect/Engineer" or "A/E") and the construction of the City's Water Reclamation Facility Upgrades and Plant Expansion being hereinafter referred to at times as the "Project"; and

WHEREAS, the CM/GC's scope of work will include all work related to the entirety of the Project; and

WHEREAS, the CM/GC has proven expertise in efficiently managing construction operations and in high quality general contracting and shall be responsible for the organizing, directing and supervising of all construction activities required for the completion of the Project, including construction methods, direction of labor, procurement of materials except when procured by the City, Project site labor safety and loss prevention program and quality assurance and control programs; and

WHEREAS, it is determined that the execution of this Contract is beneficial to the people of the City of DeLand, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by CM/GC and City, the parties agree and stipulate as follows:

ARTICLE 1: DEFINITIONS; EXHIBITS; AND PURPOSE/INTENT

1.0 DEFINITIONS.

Amendment: An amendment to this Contract in writing approved by the City, approved by the City Commission, and signed by the Mayor and City Clerk and authorizing an addition, deletion, or revision in the scope of work, or an adjustment in the Contract Price or the time for completion issued after execution of this Contract.

Application for Progress Payment or Application for Payment: The current estimate form furnished and certified by the contractor, construction manager, or general contractor which is to be used by the foregoing in requesting progress payments for work performed in the Project. The Application for Progress Payment or Application for Payment shall be deemed the Payment Request for purposes of the Florida Prompt Payment Act.

Engineer: The design professional identified in the contract documents and who is licensed and registered in the State of Florida and selected by the City to provide architectural and engineering services related to the Project. In the event the terms

“Architect” and “Architect/Engineer or A/E” are used, then it is understood to mean the Engineer or its authorized representative.

Bid Documents: The official forms on which the City requires formal bids to be prepared and submitted by the bidder.

Calendar day: Any day (as referenced in Section 5.0.1), including Saturdays, Sundays, and holidays, regardless of weather conditions.

Certificate of Substantial Completion: A document issued by the A/E notifying the City that the Work is substantially complete and the that the Project is ready for use and occupancy by the City.

Certificate for Payment: For purposes of the Florida Prompt Payment Act, the Certificate for Payment is the approval by the Engineer of the Application for Progress Payment or Application for Payment.

Change Order: A written order signed by the City or its designated representative(s) as specified in the Contract Documents and the contractor authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or time.

City: Shall mean the City of DeLand (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status.

City Representative: Also known as the Owner’s Representative who is the City’s Public Services Director or other person designated by the City to review, approve and make decisions regarding the scope of work.

Construction Manager/General Contractor: The CM/GC designated in the opening paragraph of this Contract. The CM/GC may also be referred to herein as the Contractor.

Contract: This Contract for Construction Management/General Contracting Services for Construction Phase Services for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion.

Contract Administrator: The Contracts Administrator for the Department of Public Services is responsible for addressing any concerns within this Contract.

Contract Bonds: The securities (performance and payment bonds) furnished by the Contractor and the surety as a guarantee that the Contractor will fulfill the terms of the contract in accordance with the specifications, drawings and other contract documents.

Contract Documents: Contract documents shall include but are not limited to the following: (1) the contract known as "CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE SERVICES FOR UTILITY ADMINISTRATION BUILDING AND WATER RECLAMATION PLANT EXPANSION" entered into by the City and CM/GC on May 16, 2022, (hereinafter referred to as "Part A"; (2) this Contract which represents the entire contract between the City and the CM/GC and supersedes all prior negotiations, representations or contracts); (3) Plans and Specifications; (4) Guaranteed Maximum Price (GMP) identified as Exhibit "A"; (5) performance and payment bonds; (6) certificates of insurance; (7) Notice of Award and/or Notice to Proceed; (8) the conditions of this Contract (general, special, supplementary, and other) which are attached as composite Exhibit "F"; (9) drawings by Mead & Hunt "SRF #WW64112 Deland Treatment Plant Expansion and Upgrades 90% GMP July 2023 Not for Construction" (Construction Manager/General Contractor acknowledges that even though the drawings is at 90% design, that the Construction Manager/General Contractor had sufficient information to provide its GMP price); (10) written interpretations; (11) change orders; (12) Project Manual City of Deland SRF #WW64112 Deland Treatment Plant Expansion And Upgrades 90% Design (Construction Manager/General Contractor acknowledges that even though the Manual is at 90% design, that the Construction Manager/General Contractor had sufficient information to provide its GMP price); (13) any modifications or amendments to this Contract issued after execution of this Contract; (14) sales tax procedures, identified as Exhibit "C" of this Contract, and any amendments to the foregoing.

Contract Price: The term Contract Price shall have the meaning set forth in Article 10.2.

Deliverable: The result(s) or end products or services of the Project that meet the defined design or construction specifications, warranties, and functional parameters articulated in this Contract.

FDEP: Florida Department of Environmental Protection.

Direct Labor and Personnel Costs: Those actual costs, exclusive of overhead and profit, reasonably and necessarily incurred and paid by the CM/GC in the performance of this Contract, from the date of the Notice to Proceed until the completion of the Project, for payroll payments made to its employees working on the Project site, as described and defined in Article 8 hereafter and subject to the provisions of Article 9.

Employee Benefits: Includes, without limitation, unemployment compensation contributions, social security taxes and other mandatory and customary contributions and fringe benefits, insofar as such costs are based on wages, salaries, or other remuneration normally and regularly paid by the CM/GC to its employees.

Fee: An amount equal to EIGHT PERCENT (8%) of the CM/GC's costs as more particularly set forth in this Contract, and as estimated in the Guaranteed Maximum Price, attached hereto as Exhibit A.

Final Completion: The point when the Project is fully complete as more particularly set forth in Article 2, Section 2.16.

Grant Agreement: The Standard Grant Agreement between the City and FDEP for the Wiley M. Nash Water Reclamation Facility, Fed WWG, Section 152, FY21-22, WPSPTF dated July 6, 2023, other grant agreement(s) with FDEP, any grant agreement(s) with the St. Johns River Water Management District, and any grant agreements related to the Project with any other state or federal agency.

Guaranteed Maximum Price: The maximum amount of money that the CM/GC will be paid for completion of the Work, unless adjusted in accordance with the terms of this Contract, and as specified in Exhibit A.

Modification: A written amendment to the Contract Documents approved by the City and signed by the CM/GC and the City or City's designated representative(s) (including the CM/GC and/or A/E) which includes but is not limited to the following:

- A. Amendment;
- B. Change Order;
- C. Field Order: A written clarification, interpretation, minor change or alteration issued by the CM/GC;
- D. Addenda: A document written by the CM/GC and approved by the City that is added to the original Contract Documents to clarify, revise, add to, or delete from the original Contract Documents or previous addenda. The document includes a written clarification or interpretation prepared by the A/E.

Notice to Proceed: The official letter from the City to the CM/GC establishing a date on which the Project will commence.

Owner Direct Purchase: The direct purchase of supplies and/or materials for use in public works contracts for the purpose of saving sales tax pursuant to State of Florida, Florida Administrative Code 12A-1.094.

Part A: The CONTRACT FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTING SERVICES FOR PRE-CONSTRUCTION PHASE SERVICES FOR UTILITY ADMINISTRATION BUILDING AND WATER RECLAMATION PLANT EXPANSION and entered into on May 16, 2022.

Plans: The construction plans for the Work attached to this Contract at Exhibit B. At the time of execution of this Contract, plans are at 90% but the CM/GC confirms that it has sufficient detail in the plans in order to issue its GMP. When 100% plans are prepared and approved by the City, such 100% plans shall be substituted for the attached 90% plans and be deemed the "Plans."

Project Budget: The detailed budget related to the cost of the Work and attached hereto with the guaranteed maximum price in Exhibit A.

Project Manager or City Project Manager: The City employee or designated City Representative (including the CM/GC) who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the City.

Project Safety Program: The program related to ensuring a safe workplace for the Project as required by Article 2, Section 2.10.

Project Schedule: A detailed schedule of the work to be performed in accordance with construction industry standards, expressed in a Gantt chart format or other format reasonably acceptable to the City.

Safety Engineer: The person designated by the CM/GC to be primarily responsible for the implementation and administration of the Project Safety Program.

Scope of Services/Work: The specifications and requirements governing the work or services to be performed under this Contract as may be further defined herein including responsibility for performing and complying with all incidental matters pertaining thereto.

Services: The professional and construction services to be performed as provided for under this Contract.

Shop Drawings: All diagrams, illustrations, brochures, schedules, and/or other data which are prepared by the CM/GC, a subcontractor, manufacturer, supplier, distributor, or other person on behalf of the Contractor, and which illustrate the equipment, material, or some portion of the work.

Specifications: The document or scope of work that establishes the material and performance requirements of goods and services to be delivered to the City, and which specifically includes but is not necessarily limited to the project manual prepared by Mead & Hunt, Inc. dated July 26, 2023, and which are attached hereto in Exhibit "B". Upon completion of the Plans as provided for in the definition of "Plans" in this Section 1.0 above and completion by the Engineer of the corresponding project manual, the Exhibit "B" attached hereto shall be replaced with such final project manual.

Subcontractor: A person other than a materialman or laborer who enters into a contract with the CM/GC for the performance of any part of this Contract.

Sub-subcontractor: A person other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract.

Submittal Control Log: The log of all shop drawing submittals as required by Article 2, Section 2.12.1.

Submittal Schedule: The established schedule for the submission of Shop Drawings as required by Article 2, Section 2.12.

Substantial Completion: The point in the Work when the Project is ready for beneficial use and occupancy by the City, as more particularly set forth in Article 2, Section 2.14.

Trade Contractor: The person or entity qualified to perform work under this Contract including a Subcontractor, supplier, laborer or materialman that has a direct contract with the CM/GC to perform work in the Project.

Work: Any and all obligations, work, services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CM/GC under the Contract Documents, including the furnishing of all labor, materials, equipment and other incident.

1.1 EXHIBITS.

1.1.1 The exhibits listed below are incorporated into and made a part of this Contract.

- 1.1.1.1** Exhibit "A" – Guaranteed Maximum Price (GMP)
- 1.1.1.2** Exhibit "B" – Plans and Specifications
- 1.1.1.3** Exhibit "C" – Sales Tax Exemption Procedure
- 1.1.1.4** Exhibit "D" – Performance & Payment Bonds
- 1.1.1.5** Exhibit "E" – Insurance Requirements
- 1.1.1.6** Exhibit "F" – Standard General Conditions and Supplementary Conditions

1.1.2 This Contract shall not be superseded by any provisions of the Plans and Specifications and may be amended only by written instrument signed by both the City and the CM/GC.

1.1.3 The Contract Documents do not include proposal solicitation documents such as the Request for Qualification, advertisements or Addenda, the instructions to respondents or clarifications issued during the selection of the CM/GC, sample forms, CM/GC's proposal or portions of it, or any other documents, unless specifically enumerated and incorporated in this Contract.

1.1.4 The Contract Documents shall be signed in triplicate by the City and the CM/GC.

- 1.2 Purpose and Intent.** The primary purpose of this Contract is to secure for the City the services of a firm that will organize, direct and manage the performance of all construction activities for the Project; contract directly with Trade Contractors and assume the customary contractual responsibilities of a general contractor; assume the financial responsibility of producing the Project within the Guaranteed Maximum Price ("GMP") and within the time constraints established and stipulated along with the GMP package submittal. Therefore, the CM/GC shall provide all traditional services and perform as a general contractor and, in addition thereto, shall provide services as a construction manager consistent with the requirements of this Contract.
- 1.2.1** The CM/GC covenants with the City to furnish its best skill and judgment in furthering the interests of the City. The CM/GC agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interest of the City. To that end, the CM/GC will maintain adequate cost and schedule control systems and perform screening of Trade Contractors to assure a high quality of construction consistent with the requirements of the Contract Documents.
- 1.2.2** All permanent construction for the Project shall be performed under trade contracts between the CM/GC and its Trade Contractors. The procurement activity of the CM/GC should be such as to preclude any conflict of interest. If the CM/GC or any firm in which a principal, stockholder, member or owner of the CM/GC's firm has a financial interest desires to perform permanent construction work on the Project, the CM/GC must also obtain bids from other Trade Contractors for the same scope of work. The CM/GC may perform permanent construction work on the Project with its own employee's if CM/GC's performance of some portions of the Work will result in cost savings to the City, but only with the City's written approval.
- 1.2.3** The CM/GC shall post performance and payment bonds each in the amount of 100% of the Guaranteed Maximum Price, and on written "Notice to Proceed," shall immediately commence the performance of the services required in this Contract.
- 1.2.4** The CM/GC shall provide the insurance and bonding for the Project as required in Article 11 and shall be reimbursed the cost in accordance with Article 6, hereunder.
- 1.2.5** By executing this Contract, the CM/GC represents that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The CM/GC and each Trade Contractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation:
- A. The location, conditions, layout and nature of the Project site and surrounding areas;

B. Anticipated labor supply and costs; and

C. Availability and cost of materials, tools, equipment, and other similar issues.

1.2.5.1 The City assumes no responsibility or liability for the physical conditions or safety of the Project site or any improvements located on the Project site. The CM/GC shall be solely responsible for providing a safe place for the performance of the Work and the City shall not be required to make any adjustment in either the agreed amount of the GMP or the Contract Time in connection with any failure by the CM/GC or any Trade Contractor to comply with the requirements of Paragraph 1.2.5, hereof.

1.2.6 This Contract between the City and the CM/GC is intended solely for the benefit of the City and the CM/GC and no other persons or entities. The services to be performed hereunder shall be performed by the CM/GC's own staff, and or its Trade Contractors, unless otherwise authorized by the City Representative. The employment of, contract with, or use of the services of any other person or firm by the CM/GC, as consultant or otherwise, shall be subject to the prior written approval of the City Representative. Such approval shall not be construed as constituting an agreement between the City and any such person or firm.

1.2.7 In the event the parties hereto enter into a subsequent contract specifically modifying this Contract between City and CM/GC, it is expressly agreed that such modification shall take precedence over this Contract to the extent of the modification only.

1.2.8 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

1.2.9 Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.2.10 Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.11 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the CM/GC in dividing the Work among Trade Contractors or in establishing the extent of Work to be performed by any one of them.

1.2.12 If CM/GC finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the A/E's attention, in writing, and request the A/E's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the CM/GC to the A/E in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

- A. Modifications to the Contract;
- B. This Contract;
- C. Addenda or Exhibits to this Contract;
- D. Detailed (technical) Specifications;
- E. Project plans (drawings);
- F. Procedures for Advertising, Pre-Qualification, Bidding and Contract Award for Trade Subcontracts;
- G. Bonds and Insurance

1.2.13 In the case of conflicts between drawings, or between provisions of the Specifications, the more detailed or specific of the conflicting provisions or representations shall take precedence. For example, where figured dimensions are shown on the drawings, they shall take precedence over scaled distances and scaled dimensions, and detail drawings shall govern over general drawings.

1.2.14 In those cases where it is not reasonably clear which of the conflicting provisions or representations is the more detailed or specific, the CM/GC shall be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, prior to submitting the GMP, asked for and obtained a written decision of the A/E as to which quantity or quality or method or materials shall be required.

1.2.15 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Notwithstanding any provision of this Contract to the contrary, where terms, conditions, clarifications, qualifications, or other provisions included in Attachment 4 to the GMP (Question and Response Log to the GMP) conflicts with terms or provisions of this Contract or any other exhibit hereto, Attachment 4 to the GMP (Question and Response Log to the GMP) shall control.

ARTICLE 2: CM/GC SERVICES

2.0 General Provisions. The CM/GC shall supervise and direct the Work, using its best skill and attention. The CM/GC shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract including coordination of the work of all Trade Contractors.

- 2.0.1** Unless otherwise provided in the Contract Documents, the CM/GC shall furnish and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work. The CM/GC shall check all materials entering the Project site, including materials furnished under trade contracts, and labor performing any portion of the Work and shall keep full detailed accounts of such materials and labor.
- 2.0.2** All materials and equipment purchased by the City under an Owner Direct Purchase shall be F.O.B. Destination to the location of the Project or the specified site on a purchase order issued by the City.
- 2.0.3** Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned, started up and conditioned in accordance with manufacturers' recommendations. Likewise, materials and equipment shall be stored in accordance with manufacturers' recommendations, or in such a manner as to insure the preservation of their quality and fitness for incorporation in the Work. When considered necessary by the A/E, such materials and equipment shall be placed on wooden platforms or other elevated surfaces, and/or shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection.
- 2.0.4** The CM/GC shall comply with the provisions of Section 255.20(3), Florida Statutes, concerning the purchase of timber products. All lumber, timber and other forest products used in the Project shall be produced and manufactured in Florida if such products are available without delaying construction and provided that price, fitness and quality of such Florida products are equal to out-of-state products.
- 2.0.5** Manage, schedule and direct the Work including the activity of Trade Contractors and coordinate the performance of the Work, such as to complete the Project in accordance with City's objectives of cost, timeliness and quality.
- 2.0.6** The CM/GC shall not be relieved from its obligations to perform the Work in strict accordance with the Contract Documents either by the activities or duties of the City or its representatives, or by inspections, tests or approvals required or performed by persons other than the CM/GC, unless such deviation shall have been approved by the City in writing.
- 2.0.7** The City reserves the right to award separate contracts in conjunction with the Work. The CM/GC shall cooperate with such separate contractors employed by the City so that their work may be completed expeditiously and within normal working hours. The CM/GC shall afford such separate contractors reasonable opportunity for the receipt, transportation and storage of their materials and equipment at their work site and for the execution of their work, and shall properly connect and coordinate its work with theirs. City's separate contractors shall

conform to CM/GC's Project Schedule and not delay the work of CM/GC's Trade Contractors or the final completion of the Project. The CM/GC shall not be responsible for actions or delays occasioned by City's separate contractors or for coordinating, directing or supervising them or their work.

2.0.8 If any part of CM/GC's work depends upon the work performed by the City's separate contractors, the CM/GC shall carefully inspect such work and before beginning the CM/GC's part of the work, promptly report to the City any apparent discrepancies or defects that render the City's separate contractor's work unsuitable to receive CM/GC's work. The City shall take the appropriate corrective action.

2.0.9 The CM/GC shall not endanger the work of City's separate contractors by cutting, excavating, or otherwise altering their work, and shall not cut or alter their work without the written approval of the City.

2.1 CM/GC's Project Site Organization. The CM/GC shall maintain a competent full-time staff at the Project site to coordinate and direct the Work and the progress of the Trade Contractors on the Project. The CM/GC shall identify an on-site senior staff member (Project Manager) to represent the CM/GC on a daily basis with authority to negotiate Change Orders and Field Orders on behalf of the CM/GC so as not to delay the progress of the Work. The Project Manager shall represent the CM/GC and all communications given to the CM/GC's Project Manager shall be as binding as if given to CM/GC. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

2.1.1 Key Management Personnel. All of CM/GC's on-site management and supervisory personnel shall be approved by the City prior to assignment to the Project and shall not be removed or replaced without City's consent. The City shall have the right to direct the CM/GC to remove or replace any on-site personnel whose performance becomes unsatisfactory to the City. In such event the CM/GC shall promptly replace such personnel.

2.1.2 Superintendence. The CM/GC shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. It shall be the responsibility of the Project Manager and Project Superintendent to coordinate the work of all Trade Contractors under contract with the CM/GC.

2.1.3 Labor Relations. Develop, implement and administer as necessary an effective labor relations program for the Project in order to avoid labor disputes during performance of the Contract.

2.1.4 The CM/GC shall at all times enforce strict discipline and good order among its employees and all Trade Contractors under direct or indirect contract with the

CM/GC and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to such person.

2.1.5 The CM/GC shall be responsible to the City for the acts and omissions of its employees, Trade Contractors and their agents and employees, and other persons performing any of the Work under a direct or indirect contract with the CM/GC.

2.2 Obtaining Competitive Bids. Conduct the selection of qualified bidders in strict accordance with the approved qualification requirements provided in Exhibit "A" attached hereto. The CM/GC shall endeavor to achieve maximum competition among qualified bidders in order to obtain the most reasonable price for acceptable work. Using its best business skills, the CM/GC shall develop Trade Contractors' interest in the Project by publicizing the invitation for bids through distribution to reputable local Trade Contractors and suppliers, posting in public places, advertising in newspapers and trade journals, and such other means as may be appropriate, in sufficient time to enable prospective bidders to prepare and submit their qualifications. In close collaboration with the City's Representative's schedule, conduct pre-bid conferences to inform prospective bidders of the requirements of the Contract Documents, provide clarifications and answer questions as necessary. The specific requirements of compliance with all applicable laws relating to working on public construction projects shall be fully explained and emphasized at the pre-bid conference. The CM/GC may require bidders to submit bid bonds and evidence of bonding capacity, as well as meet specified qualifications as prerequisite to bidding on the Work. However, unnecessarily restrictive requirements which might unduly limit the number of bidders shall be avoided. Specific instructions stating clearly whether bonding is required or not shall be included with each bid package.

2.2.1 Should the City have objections to awarding a contract to any pre-qualified Trade Contractor or supplier, the City shall timely notify the CM/GC upon review of the pre-qualified bidders list. The CM/GC shall not solicit a bid proposal from a bidder so rejected.

2.2.2 Solicit competitive bids on appropriate bidding packages from qualified Trade Contractors. Analyze and evaluate the bids received and their relationship to budgeted amounts and prepare for review with the City a bid tabulation and such other supporting data as necessary to properly compare the bids and their responsiveness to the desired scope of work. Review the scope of work in detail with apparent qualified low bidders and attempt to achieve additional savings through negotiation whenever practical. Maintain records of all pre-award interviews with apparent low bidders. Prepare and submit written recommendations to the City for award of trade contracts. Award and execute trade contracts with the successful bidders. Provide to the City, copies of fully executed trade contracts, insurance certificates and bonds as required in Article 4.

2.3 Project Control System. Establish on-site organization and lines of authority in order to carry out the overall intent of this Contract. Activate the Management Control System (MCS) as provided in Part A, Article 3, Section 3.10.

2.3.1 Establish procedures for administration of the Work to be performed under the Contract and coordination of construction activities with other separate contractors that may perform work for the City adjacent to the Project site. Incorporate such procedures into a project document and distribute to the City and all persons designated by the City. The manual shall include, at least, the following data:

- 2.3.1.1** Directory of Personnel;
- 2.3.1.2** Security Requirements and Procedures;
- 2.3.1.3** Correspondence Requirements;
- 2.3.1.4** Reports and Records Requirements;
- 2.3.1.5** Inspection Procedures;
- 2.3.1.6** Shop Drawing Submittal Procedures;
- 2.3.1.7** Testing Laboratories Procedures;
- 2.3.1.8** Contract Changes Procedures;
- 2.3.1.9** Extensions of Time;
- 2.3.1.10** Progress Payments Procedures;
- 2.3.1.11** Final Acceptance Procedures;
- 2.3.1.12** Miscellaneous Instructions.

2.3.2 Schedule and conduct progress meetings with Trade Contractors bi-weekly, or more frequently if requested by the City, to review such matters as job procedures, construction progress, schedule, shop drawing status and other matters as necessary. Provide prior notice to the City of all such meetings and prepare and distribute minutes. Provide a detailed monthly reports of the progress and the current costs of the Work compared to the Budget ("Monthly Progress Report"). Conduct monthly progress meetings with the City. Attend other meetings with the City as requested by the City.

2.3.3 Review the Project Schedule with the Trade Contractors and, if necessary, expand the level of detail to incorporate specific Trade Contractor input consistent with the

overall completion requirements. Provide regular monitoring and updating of the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable milestone dates. Review schedule for work not started or incomplete and take appropriate measures and action to meet the scheduled milestone dates. Provide summary reports of each monitoring and document all changes. Regular schedule updates and reporting shall be included as part of the Monthly Progress Report required under Paragraph 2.3.2. Display the current Project Schedule in the on-site office for review at progress meetings.

- 2.3.4** Determine the adequacy of the Trade Contractors' labor force and equipment and the availability of materials and supplies to meet the Project Schedule. Take necessary corrective actions when these requirements are not being met by any Trade Contractor and advise the City of same.
- 2.3.5** Give all notices required by and exercise best efforts to ensure that all Work is performed and constructed so that it complies with the applicable laws and ordinances, the Plans and Specifications, requirements of regulatory agencies having jurisdiction on the Project including, without limitation, the requirements of the National Fire Prevention Association (NFPA), the State Fire Marshall, and the Occupational Safety and Health Administration (OSHA), and all codes governing public buildings, without, however, assuming any of the A/E's responsibilities for design in accordance therewith. The CM/GC shall be responsible for performing all Work so that it is satisfactory to the regulatory agencies required to inspect and approve the Work. It is not the responsibility of CM/GC to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations unless such laws, statutes, building codes and regulations bear upon the performance of the Work by the CM/GC. However, should the CM/GC become aware of any conflicts, inconsistencies, or omissions in the Plans and Specifications which might result in work inconsistent with the requirements of such regulatory agencies, the CM/GC shall, at once, notify the City and request its written instruction and interpretation of the Plans and Specifications. If the CM/GC performs any Work that it knew, or with the exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules and regulations, and fails to first provide written notice to the City to the City's Representative, it shall assume full responsibility therefor and shall bear all costs attributable thereto.
- 2.3.6** Use the Project site only for purposes necessary to the performance of this Contract. Confine any equipment, apparatus, materials and operations within reasonable limits designated or allowed by City and refrain from unnecessarily encumbering the Project site with materials. If the GMP provides for City-furnished-contractor-installed ("CFCI") materials or equipment, whenever such CFCI materials and equipment are shipped to the Project site, the CM/GC shall notify the City and shall be responsible for the acceptance, proper storage, and incorporation into the Work of such CFCI material and equipment.

2.3.7 Supervise and evaluate the work of Trade Contractors for determination of defects and deficiencies and promptly report to the City any observed deficiencies or defects and implement the corrective actions directed by the A/E. Facilitate separate inspections by regulatory agencies. Provide to the City suitable access to observe the Work. If any portion of the Work is covered, the City may direct in writing that CM/GC uncover that portion of the Work so that the A/E may inspect or observe that portion of the Work. If that portion of the Work which is uncovered is not defective and is in accordance with the Plans and Specifications, the cost of uncovering that portion of the Work, repairing any portion of the Work damaged thereby, and recovering that portion of the Work shall cause the Guaranteed Maximum Price to be increased in accordance with Article 7, Paragraph 7.0.2. If any portion of the Work uncovered is defective or is not in accordance with the Plans and Specifications, then the cost of repairing the defective work, uncovering and recovering such portion of the Work and the cost of repairing any portion of Work damaged thereby shall be the responsibility of the CM/GC. If a portion of the Work is covered contrary to the City's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City, be uncovered for the City's observation, repaired if necessary, and be recovered at the CM/GC's expense and without change in the Contract Time.

2.4 Physical Construction. Provide all supervision, labor, materials, construction equipment, tools and subcontract items which are necessary for the completion of the Work which are not provided by the Trade Contractors. To the extent that the CM/GC performs any portion of the Work with its own forces, it shall, with respect to such work, perform in accordance with the Contract Documents and all requirements of this Contract shall apply as if it were a Trade Contractor for that portion of the Work.

2.4.1 Make provisions for all temporary facilities, equipment and services which are necessary for the performance of the Work or which are required by the Trade Contractors for performing the Work in compliance with the Contract Documents, and remove such facilities and terminate such services upon the completion of the Project.

2.4.2 Furnish and install construction signs advertising the Project as directed and approved by the City prior to their installation. Allow no other signs to be displayed on the Project site, except as approved by the City.

2.4.3 Keep the Project site clear and clean during construction, including the removal of all waste materials, rubbish, tools, scaffolding, and surplus materials and equipment from the Project site. Comply with all applicable Federal, State and local laws, regulations, ordinances, codes and standards concerning environmental control during construction, including reduction of air pollution, dust and noise control, containment of chemical vapors, control of engine exhaust gases, control of smoke, reduction of water pollution by control of sanitary facilities, proper storage of fuels and other potential contaminants and prevention of siltation and

land erosion. Maintain streets and sidewalks around the Project Site in a clean condition. Remove all spillage and tracking arising from the performance of the Work from such areas, and establish a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust upon such areas.

2.4.4 Ascertain any restrictive traffic conditions and comply with reasonable requests of the City in the use and operation of trucks and equipment on the Project site. Protect existing curbs, walks or other improvements from damage by heavy equipment.

2.4.5 Submit to the City a proposed site logistics plan that incorporates the intended use of the site for construction activities including, storage, construction parking as well as a plan for re-location of displaced City employee parking.

2.5 Cost Control. Develop and maintain an effective system of Project cost control which is satisfactory to the City. Revise and update the Project Budget as approved changes occur and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted costs and advise the City whenever projected costs exceed budgets. Cost control reports shall be included as part of the Monthly Progress Report required in Paragraph 2.3.2 hereof.

2.5.1 The CM/GC shall maintain a system of accounting consistent with generally accepted accounting principles regulations. The CM/GC shall preserve all accounting records for a period of five (5) years after final acceptance of the Work. The City shall have access to all such accounting records at any time during the performance of the Work and for a period of five (5) years after final acceptance of the Work.

2.6 Discounts/Sales Tax Exemption. All discounts for prompt payment shall accrue to the City to the extent the Cost of Work is paid directly by the City or from a fund made available by the City to the CM/GC for such payments. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the City.

2.6.1 The CM/GC agrees to arrange for purchase of materials and other items subject to the State sales tax through City of DeLand to save, where practicable, the payment of sales taxes. The CM/GC will establish a procedure with the City for such purchase. In the event the City does not execute the appropriate documents submitted by the CM/GC within fifteen (15) days after receipt of same, the CM/GC may, in its sole discretion, order such materials irrespective of loss of cost savings due to the payment of State sales tax. It is the intent of these provisions to implement the cost savings afforded by the sales tax exemption without delay of the Work and that the CM/GC retain complete control of the Project Schedule. The CM/GC shall not be entitled to a time extension in the event that delay is occasioned by the City's direct purchase of materials.

- 2.7 Change Orders.** Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the A/E's responsibilities for design, recommend necessary or desirable changes to the City and A/E, review all proposed changes and submit recommendations to the City.
- 2.7.1** When requested by the City, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the City, promptly secure formal written Change Order Proposals from such Trade Contractors.
- 2.8 Payments to Trade Contractors.** Develop and implement a procedure mutually acceptable to the City for the review, processing and payment of Trade Contractors' applications for progress and final payments consistent with Article 10.
- 2.8.1 Trade Contractor's Payment of Subcontractors.** The CM/GC shall require all Trade Contractors to save and hold the City harmless from any and all claims or actions by Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by a Trade Contractor or by a Subcontractor for Work performed under this Contract.
- 2.8.2** Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractor of CM/GC or Sub-subcontractor of Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor or a Sub-subcontractor of a Subcontractor for amounts owed by CM/GC to Subcontractor for Work performed under this Contract
- 2.9 Permits and Fees.** The CM/GC shall obtain all building permits and special permits for permanent improvements, excluding permits for inspection or temporary facilities required to be obtained directly by the Trade Contractors. The CM/GC shall obtain approvals from all the authorities having jurisdiction over the Project or the completed facilities. Certificates of inspection, use and occupancy shall be delivered to the City upon completion of the Work in sufficient time for occupation of the Project by the scheduled completion date.
- 2.10 Project Safety Program.** The CM/GC shall be responsible for initiating, maintaining and supervising effective safety programs and shall require similar programs of the Trade Contractors. The current OSHA guidelines shall serve as the basis for the Project Safety Program.
- 2.10.1** Designate a qualified member of the Project site organization as the Safety Engineer. The Safety Engineer's duties shall include development of the means and procedures to prevent accidents and injury to persons or damage to property and to administer the Project Safety Program.

- 2.10.2** Comply with all applicable provisions of Federal, State and local laws relating to labor safety.
- 2.10.3** Promptly notify the City in writing upon receiving notice of filing of any charge of non-compliance with OSHA or upon receiving notification that a Federal or State Inspector shall visit the Project site.
- 2.10.4** Inform all employees of applicable safety and security rules and of all related procedures, before beginning work on the Project.
- 2.10.5** At progress meetings with Trade Contractors conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available for review by the City, on request.
- 2.10.6** Require Trade Contractors to make provisions for all planking, bridges, bracing, shoring, sheet piling, lights and warning signs necessary for the protection of streets, adjacent property and persons. Do not permit Trade Contractors to excessively load any structure. Protect the completed segments of the Work, stored materials and equipment, City's property, all completed Work with delicate finishes, and adjacent property from loss or damage. Require Trade Contractors to use all recognized safety procedures and techniques to protect life and property during energizing and de-energizing of all electrical equipment. Coordinate and schedule required inspections so as not to interfere with the progress of the Work.
- 2.10.7** Make provisions for Project security to protect the Project site and materials stored on-site against theft, vandalism, fire and accidents etc., as required by Project site conditions. Mobile equipment and operable equipment stationed at the Project site and hazardous parts of new construction subject to mischief shall be locked or otherwise made inaccessible, inoperable or protected when unattended.
- 2.10.8** In the event of accidents involving personal injury or property damage, immediately notify the City Project Manager and furnish as much data as is available. As soon as practicable, but not later than forty-eight (48) hours, submit a report to the City in writing regarding the extent of damage or injury, the persons involved and their employers, the number of days persons are hospitalized, and any other pertinent information required by the City. Require similar information from the Trade Contractors.
- 2.11 Document Interpretation.** Execution of this Contract by the CM/GC shall be an acknowledgment that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Plans, the Specifications, and all addenda are sufficient to enable the CM/GC to perform the Work outlined in those documents in accordance with applicable laws, statutes, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents. If the CM/GC performs any portion of the Work knowing that any of the Contract Documents contain a

recognized error, inconsistency or omission, the CM/GC shall be responsible for such performance and shall bear the cost for correction of such performance.

2.11.1 CM/GC shall compare and check the field conditions, dimensions, elevations, lines, grades and other data indicated on the Plans and Specifications with the actual field conditions, dimensions, elevations, lines and grades. Promptly bring any observed conflicts, discrepancies or hidden conditions to the attention of the A/E and obtain the City's written instruction before proceeding with the portion of the Work affected. Make necessary provisions in the trade contracts requiring actual verifications of field dimensions, elevations, lines and grades as a requirement of shop drawing submission.

2.12 Shop Drawings and Samples. In collaboration with the A/E, CM/GC shall establish and implement procedures for tracking and expediting the processing and approval of Shop Drawings and samples. Prior to commencement of the Work, a conference will be held to review the Project Schedule, establish the Submittal Schedule for samples, Shop Drawings and other submittals and to establish a working understanding and cooperation between the parties.

2.12.1 Prepare and review with the Architect/Engineer a submittal control log or schedule identifying all submittals and Shop Drawings anticipated or required from Trade Contractors and Project suppliers and indicating the dates required for submission to maintain the Project Schedule. The Submittal Control Log shall contain the date submitted to the Architect, the date received from the Architect, the date resubmitted to the Architect and the date received from the Architect. Said log shall consecutively number all submittals regardless of nature for future tracking and revisions noted by letter designation.

2.12.2 Identify any submittals requiring expedited submission and review by the Trade Contractors and Architect/Engineer, respectively. Provide regular updating of the Submittal Control Log or Submittal Schedule for review at progress meetings.

2.12.3 Require the Trade Contractors to provide such identification data and supporting documentation on Shop Drawings as may be reasonably required by the Architect/Engineer.

2.12.4 Review all Shop Drawings for conformance to the Plans and Specifications and return to the Trade Contractors, for correction and resubmittal, any Shop Drawings or submittals not consistent with the Plans and Specifications. If Shop Drawings show variations from Contract Documents, whether due to standard shop practice or other reasons, CM/GC shall make specific mention of such variation in its submittal letter. Acceptance of any such variations require the express written approval of the A/E, and neither the stamp "Approved" nor the stamp "Approved as Noted" shall constitute written approval of such variation unless CM/GC made

specific mention of the variation in its submittal letter. The A/E shall, within fifteen (15) working days after receipt of same, review Shop Drawings and samples and return to CM/GC the Shop Drawings stamped "Approved", "Approved as Noted", "Revise as Noted", "Rejected," or "Resubmit." Shop Drawings stamped "Rejected" or "Resubmit", and unacceptable samples shall be returned to CM/GC for correction and resubmission. CM/GC shall not be responsible for delays as a result of A/E's failure to timely respond. CM/GC shall correct and resubmit Shop Drawings and samples, as necessary and as required by the Architect/Engineer. CM/GC shall retain on the Project site the originals of all approved Shop Drawings.

2.12.5 Nothing in the A/E's review of Shop Drawings and samples shall be construed as authorizing additional work and/or increase of the Cost of Work, which authorization may only be granted by issuance of Change Orders. The A/E's review does not relieve the CM/GC or its Trade Contractors of the responsibility for strict adherence to the requirements of the Plans and Specifications, nor for errors, omissions or deficiencies in Shop Drawings or samples or in the performance of the Work, excluding design errors and omissions or design deficiencies for which the Architect/Engineer is responsible.

2.12.6 Begin no fabrication of materials and permit no work to be installed unless applicable submittals have been stamped "Approved" or "Approved as Noted" by the Architect/Engineer.

2.12.7 Prepare Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.13 Reports and Project Site Documents. Record the progress of the Project. Submit written Monthly Progress Reports to the City including information on the Trade Contractors' work, percentage of Work completed, current Project Budget (the "GMP Status"), schedule update and various reports showing current estimated cost to complete, and other data as required by the City. Keep a daily log available to the City. Record information related to the daily construction activity as required and approved by the City.

2.13.1 Maintain at the Project site, on a current basis: copies of all trade contracts, set of plans with latest revisions, samples, purchasing documents for materials and equipment, maintenance and operating manuals and instructions and any other construction related documents. Obtain data from Trade Contractors and maintain a current set of Record Drawings (as defined below and also referred to as "As-Built" Drawings) recording all deviations from the approved Plans and Specifications as they occur, to clearly depict how the Work was actually performed, signed by the CM/GC, certifying that they show complete and exact "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters. Pay particular attention to the accurate recording of concealed electrical and mechanical work. Include necessary descriptions, plans, photographs, sketches, marked prints and similar data. Require similar information to

be maintained by the Trade Contractors. Maintain such records at the Project site and keep current as the Work progresses. Make all records and related data available for regular review by the A/E. At the completion of the Project, submit all such record documents to the City in a format acceptable to the City. The CM/GC may retain copies thereof for its files.

2.13.2 All plans, specifications, computations, sketches, test data, survey results, photographs, renderings and other material relating to the Work, whether furnished to or prepared by the CM/GC, shall remain the property of the City. The CM/GC may retain copies thereof for its files.

2.14 Substantial Completion. When the CM/GC considers the Work or designated portions thereof to be substantially complete and ready for beneficial occupancy, provide written notice to the City and A/E that the Work is ready for inspection, and prepare for the City a list of incomplete or unsatisfactory items and a schedule for their completion. Failure to include an item on such list does not alter the responsibility of the CM/GC to complete all Work in accordance with the Contract Documents within twenty (20) business days after the list is created. The City must pay the Construction Manager/General Contractor contract balance including all of the retainage previously withheld by the City less an amount equal to one hundred fifty percent (150%) of the cost to complete the items on the list. Before providing written notice to the A/E, and the City that the Work is ready for inspection, the CM/GC shall obtain all certificates of occupancy that may be required prior to occupancy, and any specialty certificates from the Trade Contractors or any other approvals and acceptance required by the Federal or State Government or other authority or governmental agency having jurisdiction. Within ten (10) days of receipt of the CM/GC's request for inspection, the A/E shall commence the Substantial Completion inspection and complete it expeditiously. Should the A/E find the work to be satisfactory, the A/E shall issue a Certificate of Substantial Completion along with a punch list of incomplete and/or incorrect work items.

2.14.1 The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the scheduled time for completing the entire Work or such portions of the Work may have not, yet, expired and providing that such actions of the City do not delay the overall completion of the Work. However, such use and occupancy of facilities shall not be deemed to be an acceptance by the City of any work not executed in accordance with the Contract Documents. Provided, however, such partial occupancy or use by the City shall be subject to the consent of CM/GC's insurer and surety and shall be authorized by public authorities having jurisdiction over the Work; provided further, such partial occupancy or use may not commence until the City and the CM/GC have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damages to the Work and insurance and have agreed in writing concerning the period for correction of the Work and commencement of warranties required hereunder. Consent of the CM/GC to partial occupancy and use shall not be

unreasonably withheld. Immediately prior to such partial occupancy and use, the City, the CM/GC, and the A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

2.14.2 In the absence of a Certificate of Substantial Completion issued by the A/E, no portion of the Work shall be subject to the activation of CM/GC's bonded one (1) year guaranty on workmanship and materials, as provided in Section 2.17, despite the fact that the building may be partially utilized. Where mechanical equipment is used prior to final inspection, the City shall perform routine maintenance and furnish those supplies that normally wear out in use, such as seals, packing, lubricants, etc. However, any major failure or breakdown of equipment not attributable to lack of maintenance or improper use or abuse of the equipment by the City shall be made good by the CM/GC under the terms of the Contract Warranty, manufacturers' warranties, bonds, or other such instruments of guaranty.

2.14.3 Prior to City's occupancy of any portion of the facilities, arrange for final cleaning and operational readiness of the designated areas of the Work, to the satisfaction of the City.

2.15 Start-Up. Prior to the issuance of the Certificate of Substantial Completion, the CM/GC with its Trade Contractors shall start up, test, adjust, balance and otherwise place in a satisfactory working condition all items of mechanical and electrical systems. In the presence of City's maintenance personnel and the City, direct the readiness checkout of utilities, systems and equipment.

2.15.1 The CM/GC and manufacturer representatives, as necessary, shall provide free full instruction to City's maintenance personnel in: (i) the proper use of the installed equipment; (ii) the proper methods of cleaning and maintaining all of the finished surfaces; and (iii) the proper methods of replacement of the consumable items such as filters, light bulbs, washers, etc.

2.16 Final Completion. When the CM/GC considers the Work to be finally complete, including all punch list items, it shall provide written notice to the City that the Work is ready for final inspection. The City and the A/E shall conduct a final inspection and either certify to the CM/GC that the Work is finally complete, or notify the CM/GC in writing of any deficiencies or Work left to complete or correct. Upon final completion, but prior to final payment being due to the CM/GC, the CM/GC shall secure and transmit to the City and A/E all required guarantees, affidavits, releases, bonds and waivers, and turn over to the City all keys, manuals, record plans and maintenance stocks.

2.16.1 After the A/E has executed the Certificate of Substantial Completion, the CM/GC shall submit to the City, in addition to affidavits and other documents as required by the Contract, the following items:

- 2.16.1.1.** Validated warranties and notarized copies of all guarantees for equipment and materials as required herein.
- 2.16.1.2.** Copies of all approved Shop Drawings or installation diagrams and three (3) copies of all brochures, manuals, etc., of all equipment as offered by the manufacturers.
- 2.16.1.3.** List of all Trade Contractors and major suppliers (shall include address, telephone number and name of individual to contact regarding this Project).
- 2.16.1.4.** Record Drawings ("As-Built" drawings) of the completed Project. The CM/GC shall acquire Mylar reproducible of the original Contract Plans, upon which it shall cause to be recorded changes from the original Contract Documents.
- 2.16.1.5.** Three (3) copies of an operating manual for the Project, assembled and bound, presenting full details for care and maintenance of all equipment incorporated in the Work, including literature relating to items such as motors, wiring diagrams, instruction sheets and other information pertaining to equipment operation and maintenance.

2.16.2 These items shall be packaged in a suitable metal file box, supplied for the Project as approved by the City Representative, and shall be properly indexed. Individual submission of these items shall not be accepted. In addition to the physical submission of the items above, the CM/GC shall arrange to have electronic files of same transmitted to the City.

2.17 Contract Warranty. The CM/GC warrants that all materials and equipment included in the Work are new, unless otherwise specified, and that all the Work is of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. The CM/GC further agrees to correct any portion of the Work defective in material or workmanship for a period of one (1) year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the technical sections of the Plans and Specifications. The CM/GC shall collect and deliver to the City in a manner acceptable to the City any specific written warranties given by manufacturers or required by the Contract Documents and as required in Paragraph 2.16.1, above, which warranties shall bear a date of commencement and stating the period of warranty as required by the Contract Documents. The CM/GC is responsible for the warranty of all Work, whether furnished by the CM/GC, a Trade Contractor, or other person or entity furnishing a portion of the Work.

2.17.1 During the warranty period, if the CM/GC is unable or unwilling to respond immediately to make emergency repairs, under conditions which the City may

determine to be an emergency situation, the City reserves the right to make such emergency repair and then to bill the CM/GC for the cost of such repair.

- 2.18 Communications.** Make all communications to the City through the City Representative. The City's Contracts Administrator shall also receive a copy of all correspondence.
- 2.19 Additional Services.** At the request of the City and upon written authorization from the City defining the extent and rate of compensation mutually acceptable for such services, the CM/GC shall provide additional services as authorized via a change order pursuant to Article 7.

ARTICLE 3: RESPONSIBILITIES

3.0 CITY'S RESPONSIBILITIES.

- 3.0.1** It is expressly understood that the City shall retain, under separate contract, the architectural, engineering and other professional services required for the design of the Project.
- 3.0.2** City shall disclose, to the extent practicable and upon written request from CM/GC, the sources of funding for the Project and the particular conditions and requirements, if any, imposed by the funds providers and the extent to which the CM/GC's activity is affected by such requirements.
- 3.0.3** City shall designate a City Representative who shall be fully acquainted with the Project and has authority to approve the Project Budget and subsequent changes in that budget (i.e., Change Orders), render decisions promptly and furnish information expeditiously.
- 3.0.4** City shall retain a Threshold Inspector for the Project as may be required by the Florida Threshold Law and shall provide soil and material testing services under separate contract.
- 3.0.5** Upon request of the CM/GC, the City shall furnish any surveys, soils reports, reports describing subsurface conditions, information concerning legal limitations on construction of improvement, information concerning utility locations, and information concerning the legal description for the property which the City has in its possession. The City does not assume responsibility for the accuracy of such surveys, reports or information and the CM/GC shall satisfy itself as to accuracy and reliability of such surveys, reports and information. The CM/GC represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. The CM/GC represents that it has inspected the location of the Work and has satisfied itself as to the condition of the site, including, without limitation, all structural, surface and subsurface conditions. The CM/GC shall undertake such further investigations and studies as may be necessary or useful to determine surface and subsurface conditions. Based on the foregoing inspections, understandings, contracts and acknowledgments, the

CM/GC agrees and acknowledges (i) that the Guaranteed Maximum Price is reasonable compensation for all the Work, including all unforeseen, foreseen and foreseeable risks, hazards and difficulties in connection with the Work, and (ii) that the Contract time is adequate for the performance of the Work, and (iii) that the Work shall not result in any lateral or vertical movement of any structure. If the Contractor encounters underground and subsurface conditions at the site (1) that differ materially from those indicated in the Contract Documents; or (2) are underground or subsurface physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner after first observance of the conditions, and an equitable adjustment shall be made in the Contract Sum or Contract Time, or both.

- 3.0.6** City shall secure and pay for necessary approvals, easements, assessments and charges, excluding permit fees expressly noted in Section 2.9, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities and furnish and pay for legal and auditing services as may be required in the process of providing these items.
- 3.0.7** City will furnish to CM/GC, without charge, all copies of Plans and Specifications necessary to perform the Work.
- 3.0.8** Without assuming any responsibilities for design or construction deficiencies, if the City becomes aware of any fault or defect in the Work or any non-conformance with the Plans and Specifications or deficiencies in CM/GC's services, the CM/GC shall be notified thereof.
- 3.0.9** The City and its representatives shall communicate with the Trade Contractors only through the CM/GC.
- 3.0.10** The City shall be responsible for the removal, encapsulation, transportation and disposal of any asbestos or asbestos-related products as may be required in connection with the Project, unless such products have been brought on the Project site by the CM/GC or any of his Trade Contractors or unless the Project, via the plans developed by the A/E, specifically indicates the presence of asbestos and the GMP has accounted for said removal. The CM/GC shall not be required to perform without its consent any work related to hazardous materials.

3.1 ARCHITECT/ENGINEER'S RESPONSIBILITIES.

- 3.1.1** The Architect/Engineer (A/E) is the person, firm, or corporation selected by the City to provide design and construction administration services and is referred to, throughout this Contract, as if singular in number and neutral in gender. The A/E is responsible for: the complete design of the Project ("Architect/Engineer" function). The A/E, at its option, will fulfill some of his responsibilities through subconsultants (i.e. Architect, Structural/Civil Engineer, Mechanical Engineer, etc.)

- 3.1.2** The A/E is the interpreter of the Plans and Specifications issued for construction and subsequent revisions. The A/E's written decisions as to the true intent and meaning of the Plans and Specification shall be final and binding. All such interpretation shall be made in writing or in the form of drawings. The A/E shall determine whether CM/GC has complied with the Plans and Specifications and the A/E has authority to reject work which does not conform to the Plans and Specifications and recommend to the City Representative that all related work be stopped until an approved correction action be proposed, approved and constructed.
- 3.1.3** The A/E and its representatives shall have access to all Work in preparation and progress. The A/E is obligated to give notice to the CM/GC when deficiencies are first observed and any such notice shall be in writing.
- 3.1.4** The A/E, or its representative, shall certify the percentage of Work completed on a monthly basis and such certification shall be used in the determination of the amount of payment due CM/GC for Cost of the Project. The A/E shall review and approve Shop Drawings and samples; review and approve or reject CM/GC's Record Drawings ("As-Built" Drawings), written guarantees and operating and maintenance manuals; approve test procedures, witness and approve field tests, including equipment performance tests and start-up tests of major specialized systems; assist in preparing punch lists and approve the completed portions of the Work; and perform other functions as City may designate.
- 3.1.5** At City's option and direction, and under separate contract, the A/E may provide a resident representative at the Project site to observe the progress and quality of the Work being performed and to determine, in general, that the Work is proceeding in accordance with the Contract Documents.

3.2 OWNER'S REPRESENTATIVE RESPONSIBILITIES.

- 3.2.1** The Owner's Representative is also defined as the City Representative, selected by the City to provide general oversight services for the City during both the design and construction phases of the Project.
- 3.2.2** The Owner's Representative may provide any or all of the following services directly or via the separately contracted services with the A/E, during the Project:
 - 3.2.2.1** Review and monitoring of the design schedule;
 - 3.2.2.2** Review and monitoring of project budgets;
 - 3.2.2.3** Permitting assistance;
 - 3.2.2.4** Estimating;

- 3.2.2.5** Value Engineering Evaluation;
- 3.2.2.6** Claims prevention;
- 3.2.2.7** Review of pay requests of design and construction firms;
- 3.2.2.8** Provide on-site construction supervision and reporting;
- 3.2.2.9** Participate/conduct periodic progress meetings;
- 3.2.2.10** Monitor the construction schedule;
- 3.2.2.11** Prepare management reports;
- 3.3.2.12** Assist the design team in the preparation of punch lists and final completion inspection;
- 3.2.2.13** Assist in the assembly and transmittal of:
 - 3.2.2.13.1** As-built documents;
 - 3.2.2.13.2** Manuals;
 - 3.2.2.13.3** Warranties.
- 3.2.2.14** Provide professional testimony as may be required.

ARTICLE 4: TRADE CONTRACTORS AND TRADE CONTRACTS

- 4.0** A Trade Contractor is a person or entity who has a direct contract with the CM/GC to perform any part of the Work in accordance with the Contract Documents. The term "Trade Contractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or any of their authorized representatives. The term Trade Contractor does not include any of the City's separate Contractors or their subcontractors.
- 4.1** The CM/GC may, in its sole discretion, take all steps necessary, including arbitration or litigation, to assure that the Trade Contractors perform their contracts in accordance with the terms of those contracts. Trade contracts will be awarded after the proposals received from qualified Trade Contractors are reviewed by the City and the CM/GC and authorized by the City, pursuant to Article 2, Section 2.2.
- 4.2** Each trade contract awarded by the CM/GC is a separate contract awarded on the basis of competitive bidding. These contracts are synonymous to the term "subcontracts". The relationship of the CM/GC to the Trade Contractor is the same as that of a General Contractor to a Subcontractor.

- 4.3** Unless otherwise mutually agreed, in writing, between the CM/GC and a particular Trade Contractor, all Trade Contractors shall be required to provide payment and performance bonds in an amount equal to the full value of each trade contract, to protect the City, the CM/GC and all other appropriate parties to this Contract.
- 4.4** Nothing in this Contract with the CM/GC, or in its trade contracts and purchase orders issued to its suppliers in connection with the performance of the Contract, shall create any contractual relationship between the City and any Trade Contractor or supplier (except as may be necessary to provide the required indemnification), except as may be necessary to secure to the City, State of Florida Sales Tax exemptions to the extent provided by law, and all such trade contracts and purchase orders shall specifically state that no such relationship is created thereby. The City may furnish to any Trade Contractor or supplier, to the extent practicable, evidence of amounts paid to the CM/GC on account of specific work done in accordance with this Contract. However, nothing in the Contract Documents requires the City to pay or see to the payment of any monies due any Trade Contractor, except as otherwise may be required by law.
- 4.5** Notwithstanding anything else contained herein, the City reserves the right to make any payments for any reason whatsoever, directly to Trade Contractors or their subcontractors for or on account of work performed or materials furnished under the Contract. Provided, however, the City shall first give the CM/GC seven (7) days written notice of its intent to make such payment. If, prior to the end of said seven (7) days, the CM/GC shall object in writing to the payment proposed by the City, or any portion thereof, the City shall not exercise its rights hereunder; provided, the CM/GC has, within ten (10) days of its objection to any such notice from the City, reasonably documented to the City the basis of his objection. If the CM/GC fails to object as hereinabove provided, the City shall give the CM/GC seven (7) days' notice prior to making such payment. To the extent that any such payments are made in good faith and upon submittal to the City of evidence of their being due and payable, the City shall have no liability in connection therewith and shall have the right to deduct such payments from any amounts owed to the CM/GC.
- 4.6** Each trade contract shall be similar in form and substance to a standard form recommended by the CM/GC and approved by the City and each shall provide that (i) the Trade Contractor, to the extent of the Work to be performed by the Trade Contractor, is bound to the CM/GC by the terms of the Contract Documents and shall assume toward the CM/GC all the obligations and responsibilities which the CM/GC, by this Contract, assumes toward the City, (ii) the City is an intended third party beneficiary of the Trade Contract, and (iii) the Trade Contractor agrees to a contingent assignment of the Trade Contract by the CM/GC to the City the contingency being termination by the City of the CM/GC for cause and written acceptance of the assignment by the City. Each Trade Contractor shall include similar provisions in its subcontracts. A copy of each Trade Contract shall be furnished to the City.

ARTICLE 5: CONTRACT TIME; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY; INDEMNIFICATION

5.0 Contract Time Defined. Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work, as defined in Paragraph 5.1.

5.0.1 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All time limits stated in the Contract Documents are of the essence of the Contract.

5.1 Date of Commencement and Substantial Completion. The date of commencement of the Work is the date established in the Notice to Proceed. The Work to be performed under this Contract shall be commenced within ten (10) days after receipt of the Notice to Proceed from the City (Date of Commencement), and subject to completion of all the following events: (1) execution of this Contract; (2) CM/GC has received all necessary permits for commencement of the Work; and (3) the City having the site being ready for Work. Such time adjustments that may be authorized under this Contract, shall be substantially completed (Substantial Completion) no later than ONE THOUSAND THIRTY (1030) calendar days after the agreed upon Notice to Proceed date issued by the City (hereinafter "Contract Time").

5.1.1 The CM/GC shall begin the Work on the Date of Commencement and shall carry the Work forward, expeditiously, with adequate forces and shall achieve Substantial Completion within the Contract Time.

5.1.2 The Date of Substantial Completion of the Work is the date certified by the A/E when construction is sufficiently complete, in accordance with the Contract Documents, so the City can occupy or utilize the Work for the use for which it is intended.

5.2 Liquidated Damages. If the CM/GC fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the City shall be entitled to retain or recover from the CM/GC, as liquidated damages and not as a penalty, the per diem amount specified hereinafter, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of Work and the parties acknowledge that the exact amount of such damages would otherwise be extremely difficult to ascertain. Therefore, the mutually agreed upon amount for liquidated damages shall be FIVE HUNDRED DOLLARS and 00/100 (\$500.00) per day. The City may deduct liquidated damages described in this paragraph for any unpaid amounts then or thereafter due to the CM/GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the CM/GC shall be payable to the City at the demand of the City.

5.3 Notice to Suspend Work. The CM/GC shall delay or suspend the progress of the Work, or any part thereof, whenever it shall be so required by written order of the City, and for

such periods of time as the City may order, or when the FDEP or St. Johns River Water Management District suspends the work pursuant to a Grant Agreement, providing that in the event of such delays or suspension of the progress of the Work, or any part thereof, the Contract Time for the Work so suspended or of Work delayed by such suspension shall be extended for a period equivalent to the time lost by reason of the suspension(s) except when CM/GC is notified to suspend Work on account of CM/GC's faulty construction or construction methods. Such order of the City shall not otherwise modify or invalidate in any way any of the provisions of this Contract, and CM/GC shall not be entitled to any damages or compensation from City on account of such delays or suspensions, except Direct Costs (as identified in Articles 8 and 9, Section 9.1) resulting from an extension or delay of the overall completion of the Project beyond the Contract Time.

5.4 Delays and Extensions of Time. When alterations or additions are made to the Work pursuant to authorized Change Orders, the CM/GC shall submit to the City, in writing, any resultant claim for an extension of the Contract Time, and shall deliver such claims to the City within twenty (20) days after the CM/GC became aware of, or with the exercise of reasonable care should have become aware of, the occurrence of the event giving rise to the claim. The extension of Contract Time shall be submitted to the City for approval. Any approved change in Contract Time shall be incorporated in a Change Order. No changes in Contract Time shall be made for any alterations or additions to the Work which are not demonstrated to affect the overall completion of the Project. The provisions of this paragraph shall, in no way, alter, change or invalidate the provisions of the Contract Documents with respect to liquidated damages. The CM/GC shall not be entitled to any damages or other compensation solely on the account of an extension of the Contract Time.

5.4.1 Should the CM/GC be obstructed or delayed in the commencement, prosecution or completion of any part of the Work by any act or delay of the City; or by any acts or neglect of any separate contractor employed by the City; or by riot, strikes, insurrection, war, pestilence, fire, lightening, earthquakes, hurricanes, floods, epidemics, abnormal weather conditions; or through any act, default or delay of other parties under contract with the City; or by any other cause outside the reasonable control of CM/GC, then the Contract Time for the portion of the Work so delayed shall be extended by Change Order to the extent such delay will prevent the CM/GC from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not or would not have been delayed by any other cause for which the CM/GC is not entitled to an extension in the Contract Time under the Contract Documents. The CM/GC further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the CM/GC, (ii) could not be limited or avoided by the CM/GC's timely notice to the City of the delay and (iii) is of a duration not less than one (1) day (iv) or can be demonstrated that the work for which said adjustment is being sought affects the critical path of the project. Such allowance shall not be made

unless a claim for extension of time is made by the CM/GC to the City, in writing, within twenty (20) days from the date when the alleged cause for delay occurred.

- 5.4.2** It is further expressly agreed that the CM/GC shall not be entitled to any damages or compensation from the City on account of any delays resulting from any of the causes specified above except that if delays are caused by the City or by parties under contract with the City, the CM/GC shall be entitled to direct job costs (i.e. Project site personnel overhead) resulting from an extension or delay of the overall completion of the Project beyond the contract completion date. Any change in the Contract Time resulting from any claims for delays shall be incorporated in a signed Change Order upon approval of that change by the City (City of DeLand Commission).

5.5 LIMITATION OF LIABILITY.

- 5.5.1 Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- 5.5.2 No Third Party Beneficiaries.** Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- 5.5.3 Claims Notice.** The CM/GC shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in claims against the City under any of the coverage's mentioned herein.

Name: City of DeLand
Risk Management
Address: 120 S. Florida Avenue,
DeLand, Florida 32720
Telephone: (386) 736-5963626-7112
Email: mosesk@deland.org

5.6 INDEMNIFICATION.

- 5.6.1 Indemnification.** The CM/GC shall indemnify and hold harmless the City and its employees and officers, from and against all claims, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or injury, or to destruction of tangible property other than the Work itself, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM/GC or its Subcontractors, Sub-subcontractors, agents, employees, or any persons employed or utilized by the CM/GC in the performance of the CM/GC's obligations under this Contract.
- 5.6.2** In all claims against the City, its employees and officers, any party with whom the City has agreed by contract to provide additional insured status, and any employee of CM/GC or anyone directly or indirectly employed by CM/GC or anyone for whose acts Consultant may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CM/GC, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- 5.6.3** CM/GC's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.
- 5.6.4** The indemnification requirements stated herein shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.

ARTICLE 6, CM/GC'S COMPENSATION

- 6.0** In consideration of the performance of the Contract by the CM/GC, the City agrees to pay the CM/GC in current funds, as compensation for their services in the amount of SEVENTY-NINE MILLION TWO HUNDRED FORTY-ONE THOUSAND TWO HUNDRED FORTY-SIX DOLLARS (\$79,241,246) as the Guaranteed Maximum Price (GMP), more particularly described in Exhibit "A".
- 6.1** The CM/GC's compensation shall include the following:
- 6.1.1** Salaries or other compensation of CM/GC's employees at the principal office and branch offices, except employees listed in Paragraph 8.0.1, hereof.
- 6.1.2** General operating expenses of CM/GC's principal and branch offices other than the Project site office.

6.1.3 Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Project, if any.

6.1.4 Overhead, general expenses, and any other costs incurred by the CM/GC in the performance of the Contract, except as may be expressly included in Article 8, hereafter.

6.1.5 This Section intentionally omitted.

6.2 Adjustments of the Compensation shall be made only as follows:

6.2.1 For approved changes in the Work (additional), as provided in Article 7, an increase to the Compensation in an equitable amount to be included in the Change Order.

6.2.2 If the CM/GC is placed in charge of the reconstruction of any insured or uninsured loss, the Compensation shall be increased in the same proportion as set forth above.

ARTICLE 7: CHANGES IN THE WORK

7.0 The City, without invalidating this Contract, may order changes in the Work, within the general scope of this Contract, consisting of additions, deletions or other revisions (hereinafter called "Change"). All Changes in the Work shall be authorized by Change Order, as defined in Section 7.0.1. Except in cases of emergency endangering life or property, the CM/GC shall not proceed with Changes in the Work without prior written approval of the City.

7.0.1 A Change Order is a written order to the CM/GC, signed by the City or its authorized agent, issued after the execution of this Contract authorizing a change in: the Work, the method or manner of performing the Work, the GMP, the Fee, the Contract Time, or any or all of them. The procedures to be followed in the implementation of Changes shall be established in collaboration with and as approved by the City.

7.0.2 The increase or decrease in the GMP resulting from a Change in the Work shall be determined as follows:

7.0.2.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data for documentation;

7.0.2.2 By unit prices previously agreed upon;

7.0.2.3 By cost of the work as defined in Article 9; and

7.0.2.4 By the method provided in Paragraph 7.0.3, hereof.

7.0.3 If none of the methods set forth in Paragraphs 7.0.2, above, is agreed upon, the CM/GC, upon a notice of changes in the work signed by the City, shall promptly proceed with the work so ordered. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change, including, in the case of an increase in the Guaranteed Maximum Price, an increase in compensation in accordance with Article 6. In such case, as well as under Paragraph 7.0.2 hereof, the CM/GC shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as required in Article 9. In the case of a deductive Change, the amount of decrease in the Cost of the Work will be the amount of the actual net decrease. When both additions and credits are involved in any one Change, the increase or decrease in the Fee shall be figured on the basis of net increase or decrease.

7.0.4 If during performance of the Work, unknown or latent conditions which are at variance with the conditions indicated in the Contract Documents or with information furnished by the City are encountered, or if unknown or latent conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract are encountered, then the GMP, the Contract Time and the Fee shall be equitably adjusted by Change Order upon claim by either party made within thirty (30) calendar days after the first observance of such conditions, except that the CM/GC shall not receive any additional compensation or Fee for any such conditions unless the existence of those conditions is brought to the City's attention before such conditions are disturbed. No adjustment in the Contract Time or Guaranteed Maximum Price shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been discovered by the CM/GC's prior inspections, tests, reviews and preconstruction services for the Project.

7.1 Minor Changes in the Work. The City shall have the authority to order minor changes in the Work, if such changes do not require an adjustment of the Fee or of a Trade Contractor's price or an extension of the Contract Time and are not inconsistent with the intent of the Plans and Specifications. Such changes may be effected by written Field Order and shall be binding on the City and the CM/GC. The CM/GC shall not be entitled to recover any cost resulting from a Field Order or to request or claim an extension of the Contract Time as a result of a Field Order. Should the CM/GC believe that a Field Order will result in an additional cost to the Project or delay the Work, it shall notify the City of that fact and request written confirmation before executing the instructions of such Field Order.

7.2 Emergencies. In an emergency affecting the safety of persons or property, the CM/GC shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in

the Guaranteed Maximum Price or extension of time claimed by the CM/GC on account of emergency work shall be determined in accordance with the provisions of this Article 7.

ARTICLE 8: CM/GC'S DIRECT LABOR AND PERSONNEL COSTS

8.0 Direct Labor and Personnel Costs. This category of expenses shall include (provided the GMP is not exceeded) and are limited to the following cost items:

8.0.1 Wages and employee benefits as may be payable, paid for labor, other than the Project site supervisory and office employees, in the direct employ of the CM/GC and used for performing the Contract work.

8.0.2 Reasonable travel and lodging expenses of CM/GC's officers or employees incurred in the discharge of duties connected with the Project. Relocation costs of CM/GC's employees in connection with this Project shall not be reimbursable.

ARTICLE 9: COST OF THE WORK

9.0 Cost of the Work. The Cost of the Work shall include the cost of items set forth as follows, and further detailed, summarized and limited in the GMP, but in no event shall they exceed the GMP:

9.0.1 The cost of all materials, supplies and equipment incorporated in the Work and the cost of transportation and storage thereof. The City, in its sole discretion, may make payment for materials, supplies or equipment stored off-site.

9.0.2 Payments made by the CM/GC to its Trade Contractors for work performed for the Project under trade contracts.

9.0.3 The cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are used and consumed in the performance of the Work and the cost, less salvage value, on items used but not consumed which remain the property of the CM/GC. This cost shall not include the cost of materials, supplies, equipment, temporary facilities and hand tools furnished by Trade Contractors as part of their trade work which shall be incorporated in the trade contracts cost.

9.0.4 Rental charges of all necessary motor vehicles, machinery and equipment, including hand tools, whether rented from the CM/GC or others, and including transportation and delivery costs, installation, maintenance, repair and replacement, and dismantling and removal, at rental charges consistent with those prevailing in the area of the Project.

9.0.5 Actual cost, without mark-up, of the premium for all insurance and bonds which the CM/GC is required to provide pursuant to this Contract.

- 9.0.6** Sales, use, gross receipt, or similar taxes related to the performance of the Work, imposed by any governmental authority and for which the CM/GC is liable.
- 9.0.7** Building and operating permit fees, inspection and filing fees, sewer and water fees and deposits lost for causes other than CM/GC's own negligence.
- 9.0.8** This Section intentionally omitted.
- 9.0.9** This Section intentionally omitted.
- 9.0.10** Minor expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, postage, office supplies, and similar items.
- 9.0.11** Cost of debris and trash removal including daily cleanup.
- 9.0.12** Cost of final cleanup prior to occupancy including window washing, dusting of all surfaces, carpet cleaning and vacuuming, floor polishing, fixture cleaning etc.
- 9.0.13** Cost related to emergencies affecting the safety of persons and loss of property.
- 9.0.14** Legal costs properly resulting from prosecution of the Work for the City, provided that they are not the result of CM/GC's own negligence or malfeasance. Legal costs incurred in connection with disputes with the City shall not be included in the Cost of the Work.
- 9.0.15** Cost of items related to the Project Safety Program including barricades, firefighting equipment and extinguishers, special and protective wearing apparel and safety equipment, temporary roads and parking, dust and noise control, installation and operation of temporary hoists, scaffolds, ladders and runways, and similar items.
- 9.0.16** Cost of watchmen or similar security services.
- 9.0.17** Cost of survey, measurement and layout work required for the proper execution of the Work.
- 9.0.18** Cost of purchase or rental of office equipment such as typewriters, cameras, radio communications, computers, pagers, copiers, dictating units, and other items such as office and tool trailers, vehicles and furniture purchased by CM/GC in connection with the Work.
- 9.0.19** Cost of preparation of Shop Drawings, coordination drawings, photographs, and "as-built" documentation.

9.0.20 Cost of data processing, computerized scheduling and document reproduction services required in the performance of the Work.

9.0.21 Costs incurred during the Warranty Period after completion of the Project (within the GMP limit).

9.1 General Conditions Cost. The cost of all items required to provide the General Conditions of the Project shall be segregated and listed, in detail, separately as required in Part A, Article 3A, Paragraph 3.11.

ARTICLE 10: PAYMENTS TO CM/GC

10.0 Progress Payments. Based upon Application for Payment submitted to the A/E by the CM/GC and written certificate of payment issued by the A/E and approved by the City, the City shall make payment to CM/GC against the account of the GMP, in accordance with the Contract requirements and as provided hereinafter.

10.0.1 With each Application for Payment, the CM/GC warrants that title to all work, materials and equipment, for which payment is requested will pass to the City, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens") either by incorporation in the Work or upon the receipt of payment by CM/GC, whichever occurs first, and that none of the work, materials and equipment for which payment is requested will have been acquired by the CM/GC or any other person performing work or furnishing materials and equipment for the Project, subject to an contract under which an interest therein or an encumbrance thereon is retained or otherwise imposed by the seller, the CM/GC or any other person.

10.0.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Project site and, if approved by the City, payments may similarly be made for materials or equipment suitably stored at some other location, if stored in a bonded warehouse in the State of Florida within a radius of 150 miles from the Project site. Payments for materials or equipment stored on or off-site shall be conditioned upon submission by the CM/GC of bills of sale or such other documents, satisfactory to the City, establishing City's title to such materials or equipment or otherwise protecting City's interest, including insurance and providing transportation to the Project site for those materials and equipment stored off-site.

10.0.3 All payments on trade contracts shall be subject to five percent (5%) retainage until the work of the Trade Contractor is substantially complete as provided in Article 2, Section 2.14. When the CM/GC agrees that the work of any Trade Contractor is seventy five percent (75%) complete, the CM/GC may request that the City release some portion of the retainage related to that Trade Contractor's scope of the Work.

- 10.0.4** The Fee shall be paid proportionately to the percentage of Work completed, on a monthly basis. Five percent (5%) retainage shall apply to the monthly payments for both the Fee and Work completed. The accumulated balance (retention) relating to CM/GC Fee shall be paid at the time of payment following Substantial Completion. The accumulated balance relating to the work shall be paid at the time of final payment, unless otherwise agreed by the City. Interest will not be paid on retainage held under the Contract.
- 10.0.5** The Engineer, within seven (7) days after the receipt of CM/GC's Application for Payment, shall either issue a Certificate for Payment to the City with a copy to the CM/GC for such amount as the A/E determines is properly due, or notify the CM/GC in writing his reasons for withholding certification.
- 10.0.6** The issuance of payment based upon a Certificate for Payment will constitute a representation by the City, based on its observations at the Project site and, observations and comments from the A/E, and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that, to the best of its knowledge, information and belief the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in its Certificate), and that the CM/GC is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City and/or A/E shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination to ascertain how or for what purpose the CM/GC has used the amounts previously paid on account of the Contract Price.
- 10.0.7** Within twenty-five (25) business days from City's receipt of the CM/GC's Application for Payment, the City shall either reject payment in accordance with Section 218.735, Florida Statutes or pay to the CM/GC that portion of the GMP previously unpaid, properly allocable to labor, materials, and equipment already incorporated in the Work that has been satisfactorily performed in accordance with the requirements of the Contract Documents, as determined by the City and/or A/E, together with the portion properly allocable to materials and equipment suitably stored by the last day of the preceding calendar month at the Project site or at some other locations approved in writing by the City. No Certificate for Payment, nor any progress payment made pursuant to such certification, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of Work that is not in accordance with the Contract Documents.

10.0.8 Upon receipt of payment from the City and out of the amount paid to the CM/GC on account of Trade Contractors' work, the CM/GC shall promptly pay each Trade Contractor the amount to which each is entitled, reflecting the percentage actually retained, if applicable, from payments to the CM/GC on account of such Trade Contractors' work.

10.1 Payments Withheld. If conditions warrant it, the City may decline to certify payment, in whole or in part, to the extent necessary to protect the City's interest. If the City is unable to certify payment in the amount of the Certificate of Payment, the City will notify the CM/GC. If the CM/GC and the City cannot agree on a revised amount, the City will promptly issue a Certificate for Payment for the amount for which it is able to make payment to the City and issue payment accordingly.

10.1.1 The City may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or any part of any Certificate for Payment previously approved, to such extent as may be necessary, in its opinion, to protect the City from loss because of:

10.1.1.1 Defective Work not remedied;

10.1.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.1.1.3 Failure of the CM/GC to make payments properly to Trade Contractors or for labor, materials or equipment;

10.1.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP;

10.1.1.5 Reasonable evidence that the Work will not be completed within the Contract Time; or

10.1.1.6 Persistent failure to carry out the Work in accordance with the Contract Documents.

10.1.2 When the grounds for withholding certification are removed, payment shall be made for amounts withheld because of them.

10.2 Final Payment. The term "Contract Price" shall mean the sum of all payments (progress and final) made by the City to the CM/GC for the completed Work, which includes all materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other temporary and permanent facilities and incidentals necessary for the execution and completion of the Project. All cost savings, if any, shall be returned to the City as part of the net aggregate

savings established at the time the final accounting is submitted, at the completion of the Work.

10.2.1 The final payment constituting the unpaid balance of the Contract Price, shall be due and payable when the Project is delivered, in full, to the City, or when the City occupies the Project, whichever event occurs last, provided that the Project be then substantially completed, this Contract is substantially performed and the requirements of Article 2, Section 2.16 have been met.

10.3 Stop Work. If the Owner does not pay the Contractor in accordance with the Contract Documents, then upon giving the City fifteen (15) days written notice, the Contractor may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest on the overdue amount in accordance with Florida's Prompt Payment Act or as otherwise provided for in the Contract Documents.

ARTICLE 11: INSURANCE AND BONDING

11.0 INSURANCE REQUIREMENTS.

11.0.1 Required Types of Insurance. The Contractor shall purchase and maintain at its own expense, during the term of this Contract, the types and amounts of insurance with limits no less than those shown on Exhibit "E", in the form and from companies satisfactory to the City.

11.1 BONDING REQUIREMENTS.

11.1.1 The CM/GC and/or Trade Contractor shall furnish separate performance and payment bonds as security for the faithful performance and payment of all its obligations under the Contract Documents. These bonds shall be in amounts equal to the GMP and in such form as prescribed pursuant to §255.05 Florida Statutes and with such sureties as are acceptable to the City. The bonds shall become effective upon execution of this Contract and shall remain in effect for one (1) year beyond the date of the Certificate of Substantial Completion of the Work as a protection to the City against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period. The bonds shall provide one hundred percent (100%) coverage for CM/GC's or Trade Contractor's default on either performance or payment.

11.1.2 The performance and payment bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with an agent resident in

the State of Florida. The Attorney-in-Fact, or other officer who signs such bonds for the surety company must file with such bonds a certified copy of its Power-of-Attorney authorizing it to do so.

11.1.3 Qualification of Sureties. The following requirements shall be met by surety companies furnishing performance, payment or any other type of bonds:

11.1.3.1 The Surety presents and warrants to the Obligee that it has an A.M. Best's Financial Strength Rating (FSR) of no less than "A+" on the Financial Strength Rating (FSR) and Class "VIII" or better.

11.1.3.2 The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

11.1.3.3 The surety companies proposed by the CM/GC or Trade Contractor for the Project are subject to City's approval which approval shall not be unreasonably withheld. At any time after approval, if the City, for cause (such cause being defined as the filing for liquidation, appointment of receiver to manage said surety business, insolvency, filing petitions or applications for protection or liquidation under federal bankruptcy laws, or other causes adversely affecting the surety's ability to perform under its bonds), becomes dissatisfied with any surety or sureties then upon the bond(s), the CM/GC or trade Contractor shall, within fifteen (15) days after written notice from the City to do so, substitute acceptable bond(s) in such form and sum, and signed by such other surety or sureties as may be satisfactory to the City. The premiums on the bond(s) shall be paid by the CM/GC or Trade Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond(s) to the City.

ARTICLE 12: TERMINATION

12.0 City's Right to Stop the Work. The City shall have the right to stop the Work or a designated portion thereof, for major changes in design, because of non-conformance of the Work with the Plans and Specifications and Shop Drawings, or for such other reason as would make the continuance of the Work or a designated portion thereof no longer feasible. Notice of such action by the City shall be made in writing to the CM/GC and shall not restrict or limit in any way the remaining provisions of this Contract.

12.1 Termination by the City for Cause. If the CM/GC fails to perform any of its obligations under this Contract, including any obligation it assumes to perform portions of the Work with its own forces, the City may give the CM/GC written notice of the deficiency and direct immediate corrective action. If the CM/GC fails to perform in accordance with such notice,

within seven (7) days from the receipt of City's written notice, the City may perform the work involved and deduct the costs from funds due or to become due CM/GC. The CM/GC shall have the right, however, to make good any deficiencies or commence and continue to cure any default during the seven (7) day period following written notice.

12.1.1 If the CM/GC fails to furnish City with assurances satisfactory to the City evidencing the CM/GC's ability to complete the Work in compliance with all the requirements of the Contract Documents, or if it fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver appointed on account of its insolvency is unable to maintain progress, or if it refuses or fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Trade Contractors for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is guilty of a substantial violation of a provision of this Contract, then the City may, without prejudice to any right or remedy and after giving the CM/GC and its surety seven (7) days' written notice, during which period the GM/GC fails to commence and continue to cure the violation, terminate the employment of the CM/GC and take possession of the Project site and of all materials, equipment, tools, construction equipment and machinery thereon and may finish the Project by whatever reasonable method the City may deem expedient. In the event of such termination, the City shall reimburse the CM/GC for any unpaid portion of the Cost of Work incurred by him under Article 9, less any additional fees incurred by the City to complete the work to finish the Project, (subject to the GMP). The CM/GC shall not be entitled to any additional payment of Fee. The CM/GC shall not be entitled to any compensation for City's use of such materials, equipment, tools, construction equipment and machinery. However, at the completion of the Work, such materials, equipment, tools, construction equipment and machinery which were not incorporated in the Project shall be returned to the CM/GC. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Paragraph 12.1.1 in the event of termination under the terms therein.

12.2 Termination by the City for Convenience. If the City terminates this Contract other than pursuant to Paragraph 12.1.1 or the FDEP terminates the Grant Agreement for convenience, the CM/GC shall be reimbursed for any unpaid portion of the Cost of Work which has been incurred up to the time of termination, plus the unpaid proportional portion of the Fee earned up to the time of termination, plus Trade Contract and purchase order cancellation charges, if any, incurred by the CM/GC as a direct result of the termination. The City shall also pay to the CM/GC fair compensation, either by purchase or rental, at City's option, for any equipment used or retained by the City for completion of the Work. In case of termination of the Contract for convenience, the City shall further assume and become liable for the contractual and legal obligations and unsettled claims that the

CM/GC has previously undertaken or incurred in good faith in connection with the Project and in accordance with the terms of this Contract. The CM/GC shall, as a condition of receiving the payments referred to in this Paragraph 12.2, execute and deliver all documents and take all steps, including the legal assignment of his contractual rights, as the City may require, for the purpose of fully vesting in the City the rights and benefits of the CM/GC under such obligations or commitments, and shall execute a complete waiver and release of the City.

- 12.3 Termination by CM/GC.** If the Project is stopped in whole or a substantial part, through no act or fault of the CM/GC, for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government which prohibits continuation of the Work, or because of City's failure to make payment for work performed in accordance with the Contract Documents (unless the City is withholding payment as provided in Paragraph 10.1), then the CM/GC may, upon twenty-one (21) days' written notice to the City, terminate this Contract and recover from the City payment for the unpaid and undisputed portion of the Cost of Work which has been incurred up to the date of termination, the unpaid portion of the Fee earned up to the date of termination, and any cancellation charges on existing obligations of the CM/GC related to the Project. The City shall have the right, however, to make any required payment or cure any default during the twenty-one (21) day period following written notice and, in such event, neither the Contract nor the Work under the Contract shall be terminated. The CM/GC shall not be entitled to additional compensation for damages, claims or reimbursement of any kind other than those specifically stated in this Paragraph 12.3 in the event of termination under the terms therein.

ARTICLE 13: CLAIMS AND DISPUTES

- 13.0 Claims.** Under this Contract the CM/GC shall not have the right to compensation to satisfy any claim for costs, liabilities, or debt of any kind whatsoever from any act or omission attributable to the City unless the CM/GC has provided notice to the City within twenty (20) days of the date of which the CM/GC became aware of, or with the exercise of reasonable care should have become aware of, the event giving rise to the claims and unless the detailed certified claim therefore is delivered to the City and Engineer within sixty (60) days following the notice. The detailed certified claim shall include:
- 13.0.1** The date of the occurrence of the event giving rise to the claim and the date and manner of CM/GC's compliance with the notice requirements of this Article 13, and
 - 13.0.2** The reasons upon which the CM/GC bases his claim, demonstrating thereby that the costs, liabilities or debts reflected in the claim are not already a part of the GMP and its compensation under the Contract, and therefore specific relief is due it for the claim.

13.0.3 The City shall respond to the claim within twenty-one (21) days after receipt of a claim. The City shall deliver its response to the CM/GC and Engineer. The Engineer shall render a written decision within thirty (30) days of the receipt of the City's response. Failure to deliver a Dispute Notice (described in Article 13.1.2) within thirty (30) days after the Engineer's decision shall result in Engineer's decision being final and binding upon the City and the CM/GC.

13.1 MEDIATION.

13.1.1 The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Section. The CM/GC and City Representative shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and any applicable scope of services. Issues shall be escalated to successive management levels as needed.

13.1.2 If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these contracts, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable representative, shall promptly bring the disputed matter to the attention of the non-Invoking Party's representative in writing ("Dispute Notice") in order to resolve such dispute.

13.1.3 Upon issuance of a Dispute Notice, the parties' representatives shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The representatives shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by them within five (5) business days, they shall escalate the dispute as indicated below.

Business Days	CM/GC's Representative	City Representative
10	CM/GC	City Representative
10	CM/GC's Local Officer	Public Services Director
20	CM/GC's COO or President	City Manager

13.2 Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with

the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. If litigation is prematurely commenced, it shall be stayed until the mediator makes the required certification.

- 13.3** The CM/GC shall carry on the Work and maintain the progress scheduled during any administrative or judicial proceeding, unless otherwise agreed by the CM/GC and the City in writing, and the City shall continue to make payments to the CM/GC in accordance with the provisions of this Contract.
- 13.4** All claims, disputes and other litigation shall be determined under the judicial system of the State of Florida. Venue for litigation shall be Volusia County, Florida.
- 13.5** Waiver of Jury Trial. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

ARTICLE 14: MISCELLANEOUS PROVISIONS

- 14.0 Disadvantaged Business Enterprises Participation.** The CM/GC will apprise itself of and comply with all applicable laws concerning contracts with small business concerns owned and controlled by socially and economically disadvantaged individuals and all applicable labor wages rates and scales. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, 49 CFR, Part 23, participation by Disadvantaged and Women Business Enterprises ("D&WBE") in the Project shall be affirmatively assured by the CM/GC. DBE shall be afforded full opportunity to submit proposals in response to invitations to bid and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.
- 14.1 Assignment; Florida Law Applicability.** Neither the City nor the CM/GC shall assign the interest in this Contract without the written consent of the other except as to the assignment of proceeds. This Contract shall be governed by the laws of the State of Florida.
- 14.2 Assignment of Antitrust Claims.** The CM/GC agrees that, after completion of all Work under this Contract and all amendment thereto and prior to final payment, it will execute and deliver to the City an "Assignment of Antitrust Claims".
- 14.2.1** The CM/GC agrees that prior to and as a condition for receiving final payment, it will cause each of its suppliers and Trade Contractors who have furnished

services, goods or materials in connection with the performance of this Contract to execute and deliver to the City an Assignment of Antitrust Claims in the same form as above.

14.3 Governing Law. This Contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury.

14.4 Attorney's Fees. In any legal proceeding by a party to enforce its rights under this Contract against the other party, each party shall bear its own Attorney's fees and costs without recourse against the other party.

14.5 Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

14.5.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

14.5.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

14.5.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.

14.6 Claims Notice. The CM/GC shall immediately report in writing to the City's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The designated representative for the City shall be:

Name: City of DeLand, Florida
Personnel/Risk Management Division
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

14.7 Successors and Assigns. City and CM/GC each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, contracts and obligations of this Contract. Neither City nor CM/GC shall assign, sublet or transfer any rights under or interest in this Contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

14.8 Additional Rights and Remedies. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law; the City may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Contract.

14.9 LOCAL GOVERNMENT POLICIES.

14.9.1 Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide Contractor with this statement:

IF THE CM/GC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM/GC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, or Email HENNESSY@DELAND.ORG .

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the City is required to:

14.9.1.1 Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.

- 14.9.1.2** 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 copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.9.1.3** 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 City.
- 14.9.1.4** Upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 14.9.1.5** Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If Contractor receives any such request, Contractor shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify the Contractor of such request, and the Contractor must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.
- 14.9.1.6** Contractor acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- 14.9.1.7** Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City.

Contractor shall indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes City to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

14.9.2 Financial Records. CM/GC agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of CM/GC that are directly related to the Contract. CM/GC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. CM/GC shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a minimum period of five (5) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify CM/GC of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

14.9.3 Payments Subject to Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 166, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Contract, cancellation shall be accepted by CM/GC with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to non-appropriation shall be without a termination charge by CM/GC. City shall not be obligated to pay CM/GC under this Contract beyond the date of termination. CM/GC shall have no right to compel the DeLand City Commission to appropriate funds for any fiscal year to pay the compensation.

14.9.4 PROHIBITION AGAINST CONTINGENT FEES.

14.9.4.1 The CM/GC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CM/GC to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CM/GC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

14.9.4.2 Neither CM/GC, nor any parent or subsidiary corporation of CM/GC has employed or retained any company or persons, other than a bona fide employee working solely for CM/GC, to solicit or secure this Contract and that they have not paid or agreed to pay any

persons, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, City shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.9.4.3 For the breach or violation, the City shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.9.5 Truth in Negotiation. CM/GC's signature on this Contract shall act as the execution of truth-in-negotiation certificate stating that wage rates, and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete and current at the time of contracting and that it has disclosed to the City prior to the execution of this Contract all debts, fees or obligations owed to or pending before the City.

14.9.6 No Code Violation or Past Due Debt. The Consultant warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of DeLand Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the City shall have the right to terminate this Contract as set forth herein.

14.9.7 Changes Due to Public Welfare. The City and CM/GC agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.

14.9.8 Compliance with Applicable Laws. CM/GC shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, CM/GC shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, County of Volusia, or City of DeLand when legally required and maintain same in full force and effect during the term of this Contract.

14.9.9 Drug Free Workplace. The City of DeLand is a drug-free and smoke-free workplace. CM/GC agrees that it shall provide a drug-free environment to its

personnel during the terms of the Contract and shall comply, subject to the prior receipt, with the City's policies on drug-free and smoke-free work place during the term of this Contract.

14.9.10 Background Checks. CM/GC and City understand that certain areas of the City's premises may not be available to CM/GC personnel without background checks and that such access is not required to perform the Services contemplated by this Contract.

14.9.11 Employment of Illegal Aliens. CM/GC certifies that it does not knowingly or willingly and shall not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

14.9.12 Nondiscrimination and Americans with Disabilities Act. CM/GC shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. CM/GC agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, CM/GC agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.9.12.1 In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the City's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date. Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the City's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II). Read the City of DeLand Grievance Procedure under The Americans with Disabilities Act (Title II).

14.10 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Contract and

thereafter during the remaining term of the Contract, including Subcontractors. If and to the extent the Contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Contract as if fully set forth herein.

14.10.1 The Contractor covenants and agrees that if the City has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 3.1; Section 446.09(1), Florida Statutes; Section 446.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City; (iii) the City may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Contractor acknowledges and understands that if the City terminates this Contract in accordance with this Section, the Contractor shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

14.10.2 Any subcontract entered into by Contractor with any Subcontractor performing work under this Contract shall include the following language: "The Subcontractor 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 Subcontractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Contract, Contractor shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Contract and/or the contract with the subcontractor, whichever is longer. Contractor acknowledges and agrees that if the City has a good faith belief that a subcontractor knowingly violated this Section or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section and applicable law, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Failure to comply with said order shall constitute a violation of this Section.

14.10.3 In addition to the foregoing, CM/GC shall comply with the provisions of Chapter 2023-40 of the Laws of Florida, including but not limited to, Section 448.095.

14.11 CONTROLLING LAW. This Contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this Contract.

- 14.12 MODIFICATIONS TO CONTRACT.** This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.
- 14.13 ENTIRE CONTRACT.** This Contract, together with any exhibits, schedules, attachments and amendments thereto constitute the entire Contract between City and CM/GC and supersede all prior written or oral understandings.
- 14.14 SCRUTINIZED COMPANIES, FL STATUE SECTIONS 287.135, 215.473 AND 287.138.** 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 Contract, City will have all rights and remedies to terminate this Contract 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. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Fla. Stat., as may be amended. Violations of this Section will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- 14.15 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."
- 14.16 PUBLIC ENTITY CRIMES STATEMENT.** Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six

(36) months from the date of being placed on the convicted vendor list.

14.17 FOREIGN GIFTS AND CONTRACTS. The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), 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 must 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 [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

14.18 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 Contract, 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 Contract. 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 40 CFR § 52.204-25(d)(2) to City.

14.19 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 Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

14.20 ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM. Pursuant to Section 287.05701, Florida Statutes, as may be amended, no preference for this contract was given based on Contractor's social, political or ideological interests. Such interests include: political opinions, speech, or affiliations; religious beliefs, religious exercise, or religious affiliations; lawful ownership of a firearm or engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition; engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking; engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph; a failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in

compliance 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. By this agreement, Contractor agrees it is also prohibited from giving preference to subcontractors based on the above referenced factors.

14.21 FDEP STANDARD TERMS AND CONDITIONS. The following provisions of the FDEP standard terms and conditions are applicable:

14.21.1 Deliverables. The Construction Manager/General Contractor agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Construction Manager/General Contractor agrees to perform in accordance with the terms and conditions set forth in this Contract and all attachments and exhibits incorporated by the Standard Grant Agreement.

14.21.2 Performance Measures. The Construction Manager/General Contractor warrants that: (1) the services will be performed by qualified personnel; (2) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (3) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (4) the Construction Manager/General Contractor's employees shall comply with any security and safety requirements and processes. The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Construction Manager/General Contractor meet the Contract requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

14.21.3 Record Keeping. The Construction Manager/General Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, Construction Manager/General Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Construction Manager/General Contractor shall provide any type of information the Inspector General deems relevant to Construction Manager/General Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Construction Manager/General Contractor's business or financial records, documents, or files of any type or form that refer to or relate to Contract. The Construction Manager/General Contractor shall retain records for the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

14.21.4 Audits. Construction Manager/General Contractor agrees to cooperate and make available records in the event of any Audit by the Florida Inspector General.

14.21.5 Compliance with Federal, State and Local Laws. (a) The Construction Manager/General Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Construction Manager/General Contractor shall include this provision in all subcontracts issued as a result of this Contract and (b) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

*** Remainder of Page Intentionally Left Blank ***

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first below written.

CM/GC acknowledges that DARIN A. CRAFTON, as the Chief Operating Officer - Commercial (the "Authorized Signatory") is authorized to execute contracts/agreements on behalf of Wharton-Smith, Inc. with the City of DeLand and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Contract electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the City of DeLand.

Attest:

CITY OF DELAND

Michael P. Pleus, ICMA-CM
City Manager

BY: _____
Christopher M. Cloudman
Mayor - Commissioner

Date: _____

Date: _____

WHARTON-SMITH, INC.

BY: _____
Patrick J. Hewitt
Chief Operating Officer, Water

Date: _____



PUBLIC SERVICE CAMPUS IMPROVEMENTS



CITY OF DELAND, FLORIDA
WILEY M. NASH WRF UPGRADES
GMP DELIVERABLE

Wharton-Smith Contact:

Dwayne Kreidler, PE
Preconstruction Services Manager
407-321-8410
dkreidler@whartonsmith.com

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ATTACHMENT 1 – Executive Summary

August 18, 2023

Mr. Jim Ailes
Utilities Director
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724

Re: DeLand Campus Wiley M. Nash WRF Upgrades - GMP Deliverable

Dear Mr. Ailes:

Wharton-Smith is pleased to submit this GMP Deliverable for the subject project. This deliverable includes the costs, bid proposals, overall project schedule, document list, assumptions, and clarifications.

The bid proposals for this GMP were based on the following documents:

1. Construction Drawings City of DeLand SRF #WW64112 DeLand Treatment Plant Expansion and Upgrades 90% Submittal prepared by Mead & Hunt dated May 2023.
2. Project Manual City of DeLand SRF #WW64112 DeLand Treatment Plant Expansion and Upgrades 90% Design prepared by Mead & Hunt dated May 2023.
3. Report of Geotechnical Study City of DeLand Wiley M. Nash Water Reclamation Facility Upgrades DeLand Volusia County, Florida prepared by Bechtol Engineering and Testing, Inc.
4. Construction Drawings City of DeLand SRF #WW64112 DeLand Treatment Plant Expansion and Upgrades 90% GMP prepared by Mead & Hunt dated June 2023.
5. Project Manual City of DeLand SRF #WW64112 DeLand Treatment Plant Expansion and Upgrades 90% Design prepared by Mead & Hunt dated July 7, 2023.
6. Influent BNR piping clarifications sketch.
7. As-built markup for demolition in the existing RAS/WAS electrical building.
8. Project Manual City of DeLand SRF #WW64112 DeLand Treatment Plant Expansion and Upgrades 90% Design prepared by Mead & Hunt dated July 26, 2023.
9. Electrical and Instrumentation Construction Drawings City of DeLand Wiley Nash WRF Expansion and Upgrades 90% Submittal prepared by Mead & Hunt dated July 26, 2023.
10. Davis-Bacon Act Minimum Wage Rates – Building Type Construction for Flagler and Volusia Counties, Florida FL20220232 07/22/2022.
11. Davis-Bacon Act Minimum Wage Rates – Heavy Type Construction for Flagler and Volusia Counties, Florida FL20210137 02/25/2022.
12. Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions for Formally Advertised Construction Procurement – Revised July 2022.
13. Florida Department of Environmental Protection State Revolving Funding Program Supplementary Conditions for Formally Advertised Equipment/Materials Procurement – Revised July 2022.
14. Addendum #1 (7/10/23), Addendum #2 (7/24/23), Addendum #3 (7/28/23), and Addendum #4 (7/28/23).

The project scope based on the GMP documents is assumed to include the following:

- Construction of a new below grade screening structure and east side submersible pump station (Area 110). This area is anticipated to include two new fine center-flow type screens with associated compactors, slide gates, new influent flow meter assembly, three new submersible pumps with a future fourth slot, one mixer system, new above and below grade piping systems, new valves, new drain system, power, controls, cast-in-place concrete, booster wash water pump, protective concrete coatings, new decking installation with new odor control system (Area 130), new decking, hatch access points, power systems, and process system controls.
- Construction of a new at grade grit removal system and subsequent splitter box (Area 120). This area is anticipated to include the combined connection between the new east side pump station (Area 110) and the existing west side pump station (Area 100), with new cast-in-place concrete, piping assemblies, two new influent flow meters, four new effluent flow meters to the new and future biological units, bypass flow assembly, new valves, two grit collection units, two grit pumps with two grit classifier units, drain piping systems, slide/weir gates, supports handrail, stairs, decking systems, access hatches, ductwork for the odor control system (Area 130), power systems, and process system controls.
- Construction of the new odor control system (Area 130) for the new east pump station (Area 110) and grit/splitter box structure (Area 120). This item is anticipated to include a new odor vessel with media, blower system, ductwork, supports, water feed controls, system process controls, blowers, power systems, and process control systems.
- Construction of a new pre-engineered metal building and poured in place concrete slab for the new alum storage and distribution as well as the reaeration blower system (Area 210). This system is anticipated to house a new bulk storage polyethylene tank, triplex chemical skid system, two new reaeration blowers with stainless steel piping, valves, supports, power systems, system process controls. The alum system is assumed to include modifications at the existing bulk storage in the existing dewatering building (Area 700) to install a new duplex chemical skid and piping to supply the new alum bulk storage system.
- Construction of two new prestressed concrete biological reactors for nutrient removal (Area 214). This system is anticipated to include subsurface grout stabilization, three new surface aerators for each unit, four new submersible mixers for each unit, handrail, stairs, motorized process control and weir gates, influent and effluent piping systems, drain piping systems, scum control piping systems, reaeration diffusers with associated air piping, valves, supports, power systems, and process control systems.
- Construction of two new prestressed circular concrete clarifiers (Area 314) and pumping systems (Area 313). This system is anticipated to include subsurface grout stabilization, two new clarifier mechanisms, weir and scum baffle system for each unit, full length scum trough for each unit, access bridges, stairways, handrail, piping systems, drain piping systems, three RAS pumps with two discharge flow meters, two WAS pumps with one discharge flow meter, two scum pumps, valves, supports, power systems, and process control systems.
- Modifications to the existing sludge pump station 3 (Area 204) to include demolition of existing piping and associated concrete with installation of the new electrical gear and controls for the new clarifier sludge pump systems (Area 313).
- Installation of new filter backwash relief pump station, which is anticipated to include a simplex submersible pump, piping, hatches, valves, connection into the existing on-site influent force main, modifications to the existing manhole, new precast wetwell, power systems and process control systems.

- Modifications to the existing chlorine contact tank and effluent pump station (Area 500/530). This work is anticipated to include modifications to the existing chlorine contact channels to install the new UV disinfection process system, concrete and channel modifications, effluent weir modifications decking system, stairs, wire management system, UV power and control CMU building with hollow-core membrane roofing system, handrail modifications, power systems, and process control systems. This area includes two new vertical turbine pumps on a new cast-in-place concrete elevated slab over the existing effluent wet well. The new effluent pumps will include piping, valves, flow meter assembly, discharge piping, modifications to the two existing prestressed ground storage tanks (Area 600), power systems, and process system controls. Both the UV and effluent pump station will receive a pre-engineered metal building roof to shade the structure. Assumed that an amount of bypassing will be required to install the new effluent transfer pumps.
- The existing dechlorination room (Area 520) will be demolished and new electrical gear will be installed to power both the UV system and new effluent pump stations (Area 500/530).
- A new 600 KW diesel driven emergency power generator (Area 520) will be installed to support the new UV disinfection system (Area 530). This generator is anticipated to include sub-mounted fuel storage system, new automatic transfer switch, associated cast-in-place concrete slab, new conduits and conductors, and system controls.
- Installation of one new CMU electrical building (Area 900) with metal truss and roofing system. This building is anticipated to include the new electrical and switchgear for the new process equipment, new Duke Electrical power utility transformer, power panels, step down transformers, HVAC equipment, power panels, access doors, and lighting.
- A new 1250 KW diesel driven emergency power generator (Area 910) will be installed to support the new electrical building and associated process components (Area 900). This generator is anticipated to include sub-mounted fuel storage system, associated cast-in-place concrete slab, new conduits and conductors, and system controls.
- Miscellaneous site civil improvements, installation of erosion control, site clearing including tree removal, rough and fine grading, dewatering, new stormwater swale system, asphalt, and concrete paving/sidewalks, fence modifications, plantings, buffer landscaping, and restoration of impact areas.
- Demolition of the on-site metal buildings, stabilized and paved roadways, concrete flume, stormwater headwalls/mitered end sections, planting beds/drying mats, concrete walls, a single greenhouse structure, stairs, walkways, and existing yard piping.
- Installation of new process yard piping systems, fittings, valves, couplings, trenching, dewatering, pressure testing, flushing, backfilling and tie-in connections to existing.
- Installation of the new electrical system, including new duct banks, hand holes, pull boxes, electrical gear and equipment installation, field instrument installation, fiberoptic, conductors, testing, wire termination, and startup activities.
- Modifications to the facility process instrumentation and control to include new process and electrical equipment, new RTU and control panels (CCP45 RTU 240, CCP45B RTU 241), and new upgrades to existing RTU233 and CCP34 RTU227. Upgrades to the facility integration and SCADA system as part of the process and electrical system improvements.

This GMP cost summary is provided in **Attachment 2**. This GMP package totals to **\$79,241,244** prior to applying the Owner Direct Purchase (ODP) potential tax savings. The GMP totals to \$78,420,419 after including the ODP potential tax savings.

The ODP process can be incorporated into this project to save tax dollars for the City. A list of these ODP items and overall amount will be produced after the GMP is approved. Tax savings realized by the ODP items are assumed to be returned back into the project budget as the City's contingency.

The estimated construction duration for this project is **34** months based on the documents provided for the GMP effort. The schedule is included in **Attachment 3**.

Attachment 4 includes the question and response log developed during the bidding process. Also included are the technical review questions developed from the receipt of the design documents. The subsequent responses will be included as part of the contract.

Attachment 5 includes the summary of the bid tabulation for each of the bid packages. Each of the received bids were reviewed for completeness and compliance with the bid documents. The selected price for each package is anticipated to be the lowest responsive and responsible bidder, or the bidder as selected by the City

A summary of the Subcontractors and Suppliers who were the recommended award are as follows:

Bid Package Number/Description	Company
Bid Package #1 – Site Work Subcontractor	Harty Tractor, Inc.
Bid Package #2 – Subgrade Improvements Subcontractor	Earth Tech, LLC.
Bid Package #3 – Demolition Subcontractor	PAW Demolition
Bid Package #4 – Concrete & Masonry Subcontractor	Wharton Smith, Inc.
Bid Package #5 – Truss & Decking Package	(1)
Bid Package #6 – Truss & Decking Subcontractor	(1)
Bid Package #7 – Standing Seam Metal Roofing Subcontractor	(1)
Bid Package #8 – Coatings Subcontractor	Exceletech(2)
Bid Package #9 – Pre-Engineered Metal Bldg Subcontractor	Brevard Constructors
Bid Package #10 – Electrical Subcontractor	Sinns & Thomas
Bid Package #11 – Master Plant Contractor	Wharton Smith, Inc. (1)
Bid Package #12 – Prestressed Concrete Tank Subcontractor	CROM, LLC (TSC Jacobs)(2)
Bid Package #13 – Instrument and Controls Subcontractor	General Control Systems
Bid Package #14 – SCADA Supplier	Data Flow Systems
Bid Package #15 – Generator Supplier	Kohler (TAW)
Bid Package #16 – Dry-Pit Submersible Pump Supplier	ABS (Hydra Service)
Bid Package #17 – Vertical Turbine Pump Supplier	Flowserve (C&V)
Bid Package #18 – Submersible Pump Supplier	ABS (Hydra Service)
Bid Package #19 – Slide Gate Supplier	Alfa Laval (MTS)
Bid Package #20 – High Efficiency Blower System Supplier	Universal Blower Pac (TSC Jacobs)
Bid Package #21 – Oxidation Ditch Equipment Subcontractor	Ovivo (TSC Jacobs)
Bid Package #22 – Aluminum Sulfate System Supplier	Guardian Equipment
Bid Package #23 – Odor Control Biotrickling Filter Supplier	HIBOCS (Heyward)(4)
Bid Package #24 – Centerflow Band Screen Supplier	Hydro-Dyne (TSC Jacobs)
Bid Package #25 – Grit Collection & Washing Supplier	Hydro-International (Moss Kelley)
Bid Package #26 – Launder Cover Supplier	NEFCO (Heyward)
Bid Package #27 – Submersible Mixer Supplier	ABS (Hydra Service)
Bid Package #28 – Clarifier Equipment Supplier	Ovivo (TSC Jacobs)
Bid Package #29 – UV Treatment Equipment Supplier	Trojan (TSC Jacobs)
Bid Package #30 – Double Disc Sludge Pump Supplier	Penn Valley Pumps (Envirosales)

Table Notes:

- (1) Bid packages 5, 6, and 7 were eliminated and the associated scope of work was incorporated into the Master Plant Contractor (bid package 11) scope of work. The MPC GMP package is set forth as a single lump sum proposal as part of the overall GMP. This proposal is included on the bid form as displayed in Attachment 5.
- (2) CROM, LLC and is providing the coatings and painting systems for all pre-stress concrete structures (Bid Package 12) for this project.
- (3) Exceletech (Bid Package 8) is providing the field coatings and painting systems for the remainder of the project. This scope includes coating and painting of the new cast-in-place concrete of the screen structure, east influent pump station, grit structure, and splitter box.
- (4) HIBOCS odor control system is recommended based on the City's preference toward system standardization.

A summary of clarifications, exceptions and assumptions are as follows:

- The following allowances and contingencies are included within this GMP:

○ Building Permit -	\$100,000
○ Asphalt and Roadwork	\$100,000
○ Independent Testing -	\$70,000
○ Chlorine/Sulfur Dioxide Gas Rehab	\$100,000
○ Electrical Utilities – Duke Energy	\$50,000
○ Landscaping	\$25,000
○ CCC/UV Bypass Pumping -	\$150,000
○ Geotechnical Improvements -	\$250,000
○ Raised Flooring at UV Elec Bldg	\$40,000
○ Elevated Walkway at BNR 3 to Clarifier	\$100,000
○ HVAC Systems for New UV and Chlorine Electrical Bldgs	\$100,000
○ PEMB UV Structure	\$125,000
○ PEMB Windrow Bldg Replacement	\$200,000
○ Standardized Variable Frequency Drives	\$75,000
○ CM Contingency -	\$3,115,000
- A project risk register is included in **Attachment 2** for backup of the allowances and contingency costs.
- Bonds and insurance are included within the GMP costs.
- Tax savings realized by the ODP items are assumed to be returned back into the project budget as the City's contingency.
- It is assumed that temporary bypassing will be required as part of the connections into the existing BNR and west pump station connections.
- It is assumed that temporary bypass of the flows will be required as part of the connections into secondary effluent piping to the filters for the new clarifiers.
- It is assumed that temporary bypassing of the existing CCT channels and/or effluent transfer station wet well will be required to install the new UV effluent weirs, new effluent transfer station structure and pump, and UV electrical building.

- It is assumed that temporary bypassing of the existing filters and decant pump station will be required during equipment installation and piping connections for these processes and the modifications to the chlorine contact tanks.
- Duke Energy is the primary utility power source for this facility. An allowance is provided for the new primary power source and transformer costs.
- It is anticipated that buffer landscape modifications will be required for this project. An allowance for this landscape effort is included.
- Materials testing and special inspections as reflected in the structural sheets are included within the Independent Testing allowance.
- Any on-site inspection, testing, or monitoring related to the subsurface improvements are not included in the GMP.
- Efforts for modifications to the existing chlorine or sulfur dioxide gas systems are included as an allowance.
- Additional subsurface geotechnical improvements are included as an allowance. Overages of the material or effort will be tracked and presented to the City for approval as part of the work activities, if they occur.
- An industrial raised floor is proposed within the new UV electrical building. An allowance is provided to procure and install this flooring system.
- An elevated walkway between the existing BNR 3 and the new clarifier no. 4 walkway is desired. An allowance has been added to the GMP to provide this effort.
- HVAC systems within the new UV and chlorine electrical buildings are assumed to be required. An allowance has been added to the GMP to include this work.
- A pre-engineered metal building is intended to cover the new UV system structure. An allowance has been added to the GMP to cover this effort.
- Replacement of the existing Windrow building that houses the City's septic trucks is included as an allowance within this GMP.
- The City has applied for State Revolving Funds to support the project finances. The Davis Bacon Wage determination and record keeping are included with the costs. Independent wage determination and interviews are not included as part of this GMP.
- No costs have been included in this GMP for the following:
 - Including a new Wi-Fi system for the City's existing or proposed SCADA system
 - Sludge Station 1 and 2 structure and piping modifications
- Costs within this GMP are included to support American Iron and Steel Act. Build America, Buy America Act (BABAA) has been waived for this project and no costs for BABAA are incorporated with this GMP.
- The City will obtain the Florida Department of Environmental Protection construction and Environmental Resource permits required for this construction work. It is assumed the City will assist with the completion of the Technical Review Committee permit and necessary tree removal efforts. WS will assist in obtaining the Building Permits from the final engineered documents.

- Project startup and process testing chemicals, power, water, and fuel is assumed to be provided by the City. It is assumed that the City can provide manage and perform the testing services for the samples.
- Construction water and power is assumed to be provided by the City. This includes all connections, meter rentals, and monthly consumption costs.
- A one (1) year warranty carried unless a specification requires an extended warranty (roofing and coating for example).
- No maintenance bonds are included.
- The Contractor's fee (8%), bond (0.9%), and insurance (0.65%) has been excluded from the GMP allowances/contingency amount as part of the GMP. Any requested contingency releases and allowance billings will include the identical markup to capture this cost.

Should you have any questions or comments do not hesitate to contact me.

Sincerely,



Nathan Hillard
Vice President
Wharton-Smith, Inc.

Cc: Dwayne Kreidler, P.E. Wharton-Smith
Keith Riger, City of DeLand
Ray Bahrami, City of DeLand
Scott Zender, City of DeLand
Brad Blais, PE, Mead & Hunt

ATTACHMENT 2 – GMP Cost Summary



*Deland Wiley Nash WRF
Guaranteed Maximum Price
8/21/2023*

COST SUMMARY

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs		\$ 203,190	\$ 29,700	\$ 11,726,082	\$ 51,046,567	\$ 63,005,539
Sales Tax on Purchase Orders					\$ 820,826	\$ 820,826
Total GC's		\$ -	\$ -	\$ -	\$ 4,377,105	\$ 4,377,105
Bond					\$ 426,544	\$ 426,544
Insurance					\$ 485,168	\$ 485,168
Fee					\$ 5,526,064	\$ 5,526,064
TOTAL		\$203,190	\$29,700	\$11,726,082	\$62,682,274	\$74,641,246
Contingency					\$ 4,600,000	\$ 4,600,000
TOTAL WITH CONTINGENCY						\$79,241,246
ODP Savings					\$ (820,826)	\$ (820,826)
TOTAL WITH ODP SAVINGS						\$78,420,420



				COST OF WORK					
BID PACKAGE	DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
				\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
GENERAL REQUIREMENTS DIVISION 0									
DIV. 0	GENERAL REQUIREMENTS SUMMARY	1	LS	\$ 203,189	\$ 29,700	\$ 613,234	\$ 541,280	\$ 1,387,403	
SUBCONTRACTS								\$ 49,918,873	
BP #01	SITWORK SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 2,475,256	\$ 2,475,256	HARTY TRACTOR
BP #02	SUBGRADE IMPROVEMENTS SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 1,394,506	\$ 1,394,506	EARTH TECH
BP #03	DEMOLITION	1	LS	\$ -	\$ -	\$ -	\$ 145,875	\$ 145,875	PAW
BP #04	CONCRETE SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 3,350,919	\$ 3,350,919	WHARTON-SMITH
BP #08	PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 777,660	\$ 777,660	EXCELETECH
BP #09	PRE-ENGINEERED METAL BUILDING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 110,482	\$ 110,482	BREVARD CONSTRUCTORS
BP #10	ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 5,862,880	\$ 5,862,880	SINNS AND THOMAS
BP #11	MECHANICAL INSTALL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 17,132,034	\$ 17,132,034	WHARTON-SMITH
BP #12	PRESTRESSED CONCRETE TANK SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 17,969,400	\$ 17,969,400	CROM
BP #13	INSTRUMENTATION SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 445,316	\$ 445,316	GCS
BP #14	SCADA SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 254,545	\$ 254,545	DATAFLOW
PURCHASE ORDERS								\$ 11,699,262	
BP #15	GENERATOR	1	LS	\$ -	\$ -	\$ 771,770	\$ -	\$ 771,770	TAW/KOHLER
BP #16	DRY PIT SUBMERSIBLE PUMP PACKAGE	1	LS	\$ -	\$ -	\$ 207,713	\$ -	\$ 207,713	HSI
BP #17	VERTICAL TURBINE PUMP PACKAGE	1	LS	\$ -	\$ -	\$ 250,411	\$ -	\$ 250,411	FLOWERVE
BP #18	SUBMERSIBLE PUMP PACKAGE	1	LS	\$ -	\$ -	\$ 295,161	\$ -	\$ 295,161	HSI
BP #19	SLIDE GATE PACKAGE	1	LS	\$ -	\$ -	\$ 626,006	\$ -	\$ 626,006	COPLASTIX
BP #20	HIGH EFFICIENCY BLOWER SYSTEM PACKAGE	1	LS	\$ -	\$ -	\$ 115,400	\$ 20,076	\$ 135,476	UNIVERSAL BLOWER PAC
BP #21	OXIDATION DITCH EQUIPMENT PACKAGE	1	LS	\$ -	\$ -	\$ 2,651,700	\$ 208,500	\$ 2,860,200	OVIVO
BP #22	ALUMINUM SULFATE SYSTEM PACKAGE	1	LS	\$ -	\$ -	\$ 86,600	\$ -	\$ 86,600	GUARDIAN
BP #23	ODOR CONTROL BIOTRICKLING FILTER PACKAGE	1	LS	\$ -	\$ -	\$ 204,789	\$ -	\$ 204,789	HIBOCS
BP #24	CENTERFLOW BAND SCREEN PACKAGE	1	LS	\$ -	\$ -	\$ 985,350	\$ 59,850	\$ 1,045,200	HYDRODYNE
BP #25	GRIT COLLECTION AND WASHING PACKAGE	1	LS	\$ -	\$ -	\$ 1,250,000	\$ -	\$ 1,250,000	HYDRO INTERNATIONAL
BP #26	LAUNDER COVER	1	LS	\$ -	\$ -	\$ 133,370	\$ -	\$ 133,370	NEFCO
BP #27	SUBMERSIBLE MIXER	1	LS	\$ -	\$ -	\$ 34,372	\$ -	\$ 34,372	HSI
BP #28	CLARIFIER EQUIPMENT PACKAGE	1	LS	\$ -	\$ -	\$ 1,290,412	\$ 85,788	\$ 1,376,200	OVIVO
BP #29	UV TREATEMENT EQUIPMENT PACKAGE	1	LS	\$ -	\$ -	\$ 2,128,000	\$ 212,200	\$ 2,340,200	TROJAN
BP #30	DOUBLE DISC SLUDGE PUMP PACKAGE	1	LS	\$ -	\$ -	\$ 81,794	\$ -	\$ 81,794	PENN VALLEY
OTAL DIRECT COS	TOTAL DIRECT COST			\$ 203,189	\$ 29,700	\$ 11,726,082	\$ 51,046,567	\$ 63,005,539	



Wharton-Smith, Inc.
CONSTRUCTION GROUP

GENERAL CONDITIONS														
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR			EQUIPMENT		MATERIAL			SUBCONTRACTS	
					U/P	TOTAL MH	\$ AMOUNT	RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P	\$ AMOUNT
PROJECT MANAGEMENT TEAM														
W/ 7% TAX														
FIELD STAFF														
Senior Superintendent	148	WK	40	\$120.00		5,902	\$708,288		\$0.00		\$0	\$0	\$0	\$708,288
Superintendent	148	WK	40	\$99.00		5,902	\$584,338		\$0.00		\$0	\$0	\$0	\$584,338
Field Engineer	148	WK	40	\$72.00		5,902	\$424,973		\$0.00		\$0	\$0	\$0	\$424,973
OFFICE STAFF														
Senior Project Manager	152	WK	40	\$120.00		6,062	\$727,488		\$0.00		\$0	\$0	\$0	\$727,488
Assistant Project Manager	152	WK	40	\$90.00		6,062	\$545,616		\$0.00		\$0	\$0	\$0	\$545,616
Project Engineer	152	WK	40	\$72.00		6,062	\$436,493		\$0.00		\$0	\$0	\$0	\$436,493
Project Engineer-Intern	152	WK	20	\$43.00		3,031	\$130,342		\$0.00		\$0	\$0	\$0	\$130,342
Administrative Assistant	152	WK	16	\$52.00		2,425	\$126,098		\$0.00		\$0	\$0	\$0	\$126,098
OTHER STAFF														
Executive Management	148	WK	8	\$146.00		1,180	\$172,350		\$0.00		\$0	\$0	\$0	\$172,350
Project Accountant	148	WK	8	\$80.00		1,180	\$94,438		\$0.00		\$0	\$0	\$0	\$94,438
Quality Manager	148	WK	4	\$130.00		590	\$76,731		\$0.00		\$0	\$0	\$0	\$76,731
Safety Manager	148	WK	8	\$105.00		1,180	\$123,950		\$0.00		\$0	\$0	\$0	\$123,950
RELATED MANAGEMENT COSTS														
Software Costs	1	LS		\$45.00	\$0.00	0	\$0	\$0.00	\$0.00		\$0	\$0	\$201,000	\$201,000
Travel Expenses for On-Site Staff	1	LS		\$45.00	\$0.00	0	\$0	\$0.00	\$0.00	\$0.00	\$0	\$0	\$25,000.00	\$25,000
TOTAL GENERAL CONDITIONS						45,482	\$4,151,105	\$0	\$0		\$0	\$0	\$226,000	\$4,377,105



Wharton-Smith, Inc.
CONSTRUCTION GROUP

GENERAL REQUIREMENTS	DURATION =	0 DIRECT MANHOURS						0	MANWEEKS							
			34	MONTHS, PLANNED			0	MEN								
DESCRIPTION	QTY	UNIT	MH/ UNIT	BASE RATE	LABOR			HR/UNIT	EQUIPMENT		MATERIAL		SUBCONTRACTS		\$ TOTALS	
					U/P	TOTAL MH	\$ AMOUNT		RATE	\$ AMOUNT	U/P	\$ AMOUNT	\$ AMOUNT	U/P		\$ AMOUNT
	W/ 7% TAX															
TEMP.FACILITIES & UTILITIES																
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	160	\$45.00	\$7,200.00	160	\$7,200	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000	\$5,350		\$0	\$15,050
WATER, MONTHLY	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$17,000	\$18,190		\$0	\$18,190
ELECTRIC, MONTHLY CHARGES	0	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,800.00	\$0	\$0		\$0	\$0
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – W-S	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$400.00	\$400	\$400
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE – ENGINEER	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$300.00	\$300	\$300
INTERNET/TELEPHONE, MONTHLY CHARGES – W-S	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$500.00	\$17,000	\$18,190		\$0	\$18,190
INTERNET/TELEPHONE, MONTHLY CHARGES – ENGINEER	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$100.00	\$3,400	\$3,638		\$0	\$3,638
FIELD OFFICE, WHARTON SMITH INC	34	MO	20	\$45.00	\$900.00	680	\$30,600			\$0.00	\$4,000.00	\$136,000	\$145,520		\$0	\$176,120
FIELD OFFICE, WHARTON SMITH – DELIVERY/RETURN	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$25,000.00	\$25,000	\$26,750	\$50,000.00	\$50,000	\$76,750
FIELD OFFICE, ENGINEER	34	MO	5	\$45.00	\$225.00	170	\$7,650			\$0.00	\$1,250.00	\$42,500	\$45,475		\$0	\$53,125
FIELD OFFICE, ENGINEER – DELIVERY/RETURN	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$6,700.00	\$6,700	\$7,169		\$0	\$7,169
FIELD OFFICE FURNISHINGS AND EQUIPMENT (PURCHASE)	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$5,350
FIELD OFFICE FURNISHINGS AND EQUIPMENT (RENTAL)	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,000.00	\$34,000	\$36,380		\$0	\$36,380
JOB OFFICE SUPPLIES	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$750.00	\$25,500	\$27,285		\$0	\$27,285
COMPUTER EQUIPMENT FOR FIELD OFFICE – W-S	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$5,350
COMPUTER EQUIPMENT FOR FIELD OFFICE – ENGINEER	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$5,350
TOOL TRAILERS – 1 REQUIRED	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$300.00	\$10,200	\$10,914		\$0	\$10,914
TEMPORARY TOILETS – 1 REQUIRED	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$1,200.00	\$40,800	\$43,656		\$0	\$43,656
TEMPORARY SEWAGE HOLDING TANKS – ENGINEER & W-S	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$750.00	\$25,500	\$27,285		\$0	\$27,285
CONSTRUCTION EQUIPMENT & TOOLS																
SMALL TOOLS AND SUPPLIES	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$10,000	\$10,000	\$10,700		\$0	\$10,700
ATV/SIDE-BY-SIDE	34	MO		\$45.00	\$0.00	0	\$0	2	\$400.00	\$27,200.00	\$100.00	\$3,400	\$3,638		\$0	\$30,838
SAFETY & HEALTH & HOUSEKEEPING																
SAFETY MEETINGS	148	WK	1.4	\$45.00	\$63.00	207	\$9,296			\$0.00		\$0	\$0		\$0	\$9,296
SAFETY DEVICES	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$20,000.00	\$20,000	\$21,400		\$0	\$21,400
CLEAN-UP AT END OF PROJECT	1	LS	720	\$45.00	\$32,400.00	720	\$32,400			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$37,750
CLEAN-UP THROUGHOUT DURATION OF PROJECT	148	WK	16	\$45.00	\$720.00	2,361	\$106,243			\$0.00	\$150.00	\$22,134	\$23,683		\$0	\$129,927
DUMPSTERS	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$4,000.00	\$136,000	\$145,520		\$0	\$145,520
JANITORIAL – ENGINEER'S TRAILER	148	WK		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$500.00	\$73,780	\$73,780
PERMITS, FEES, INSURANCE, LEGAL, ETC.																
BUILDER'S RISK INSURANCE-COASTAL COUNTY	34	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$9,200.00	\$312,800	\$312,800
PROJECT DOCUMENTATION AND SERVICES																
PROJECT SIGNS	1	LS	80	\$45.00	\$3,600.00	80	\$3,600			\$0.00	\$5,000.00	\$5,000	\$5,350		\$0	\$8,950
INFORMATIONAL SIGNS	10	EA	8	\$45.00	\$360.00	80	\$3,600			\$0.00	\$150.00	\$1,500	\$1,605		\$0	\$5,205
PHOTOGRAPHS	34	MO		\$45.00	\$0.00	0	\$0			\$0.00	\$150.00	\$5,100	\$5,457		\$0	\$5,457
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$2,000.00	\$2,000	\$2,000
DESIGN SERVICES (CADD) – AS-BUILTS	1	LS	40	\$65.00	\$2,600.00	40	\$2,600			\$0.00		\$0	\$0		\$0	\$2,600
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$45.00	\$0.00	0	\$0			\$0.00	\$1,500.00	\$1,500	\$1,605		\$0	\$1,605
REGISTERED SURVEYOR SERVICES	34	MO		\$45.00	\$0.00	0	\$0			\$0.00		\$0	\$0	\$3,000.00	\$102,000	\$102,000
TOTAL GENERAL REQUIREMENTS						4,498	\$203,189			\$29,700	\$613,234	\$656,160		\$541,280	\$1,430,330	

City of DeLand															Date: 8/9/2023
Project:Wiley Nash WRF Expansion and Upgrades															Phase: GMP
Risk Identification			Risk Assessment						Risk Control Measures						Risk Impact & Control Measure Calculations
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact (WDs)	Probability (0-100%)	Severity (1-10) 10=High	Rank (PxS) 10=Max	Risk Mitigation Strategy	Control Measures in GMP Scope	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
1	Weather Delays	Adverse Weather	New	\$200,000	20	30%	3	0.90	Adequate schedule durations, contingency days for impact	Contingency	\$60,000	\$0	\$60,000	\$0	Unanticipated weather impacts, included as Contingency
2	Development Review/ Historical Tree Removal Delays	Permitting	New	\$100,000	10	30%	3	0.90	Coordinate mobilization with design teams completion of this permitting activity. Incorporate contingency for potential delay of project activity.	Contingency	\$30,000	\$0	\$30,000	\$0	Potential permitting impacts to the project. Concerns with City's TRC review and historical tree removal efforts.
3	Site clearing, excavation and disposal of material	Unknown Site Conditions	New	\$500,000	20	30%	3	0.90	Incorporate contingency amount to accommodate for unknown buried site conditions. Does not assume any environmental impacts or activities.	Contingency	\$150,000	\$0	\$150,000	\$0	Unforeseen/unknown buried items as part of structure or piping excavations. This does not include hazardous material.
4	Site environmental impacts	Unknown Site Conditions	New	\$50,000	10	10%	5	0.50	Potential environmental impacts with threatened endangered species or non-impact areas	Contingency	\$5,000	\$0	\$5,000	\$0	Low potential as site is active and none identified by the design engineer's findings.
5	Unknown yard piping conditions and restraints	Unknown Site Conditions	New	\$750,000	10	50%	7	3.50	Early soft dig activities and providing amounts to accommodate piping conditions at tie-ins or addition of mechanical restraints to existing piping systems.	Contingency	\$375,000	\$0	\$375,000	\$0	Addition of contingency amounts to accommodate unknown piping site conditions.
6	Tie-in conditions at existing BNR structures and clarifier effluent, unknown valve conditions	Unknown Site Conditions	New	\$400,000	0	50%	7	3.50	Coordinate with facility staff and provide testing of existing infrastructure. Provide contingency amount to provide for system bypassing for faulty valves and potential replacement.	Contingency	\$200,000	\$0	\$200,000	\$0	Addition of contingency amounts to accommodate site piping and valve conditions at the process structures.
7	Extension and coordination of tie-in locations for offsite reclaimed water and influent force main activities	Excluded Scope	New	\$150,000	10	30%	5	1.50	Incorporating contingency to extend piping to modified connection point and coordination of changes to off-site piping construction	Contingency	\$45,000	\$0	\$45,000	\$0	Addition of contingency to accommodate offsite pipeline work and extension of efforts.
8	Incomplete alignment of the design scope for rehabilitation of the bulk alum system	Undefined Scope	New	\$50,000	10	50%	3	1.50	Incorporate contingency to accommodate for unforeseen activities associated the modifications to the existing bulk alum transfer system .	Contingency	\$25,000	\$0	\$25,000	\$0	Unknown activities to convert existing bulk storage system into new transfer system.
9	Incomplete alignment of the design scope for the rehabilitation within the sulfur dioxide electrical room.	Undefined Scope	New	\$90,000	10	100%	5	5.00	Incorporate contingency to accommodate for unforeseen activities associated the modifications to the existing sulfur dioxide room to convert into new electrical room.	Contingency	\$90,000	\$0	\$90,000	\$0	Additional activities associated with relocation of sample point analyzers and room rehabilitation.
10	Incomplete alignment of the design scope for the new backwash relief pump station.	Undefined Scope	New	\$75,000	10	100%	5	5.00	Incorporate contingency to accommodate for unforeseen activities associated with modifications to the existing manhole to convert into a simplex pump station.	Contingency	\$75,000	\$0	\$75,000	\$0	Additional activities to accommodate the existing manhole, provide power systems, controls, and bypassing activities.
11	Incomplete alignment of the design scope for the new screen and east influent pump station	Undefined Scope	New	\$200,000	10	50%	5	2.50	Incorporate contingency to accommodate for unforeseen activities associated with modifications to the new screen and pump station.	Contingency	\$100,000	\$0	\$100,000	\$0	Adjustments to the odor control, drain piping, debris chutes, mixer hoist adjustments, piping alignments, and piping/valve modifications.
12	Incomplete alignment of the design scope for the new grit and splitter box structure.	Undefined Scope	New	\$400,000	20	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with structural and process modifications to the new grit and splitter box system.	Contingency	\$200,000	\$0	\$200,000	\$0	Adjustments to weir openings, odor control piping, grit system flushing, flow meter assemblies, drain system modifications, and debris chutes.
13	Incomplete alignment of the design scope for the new BNR trains.	Undefined Scope	New	\$500,000	20	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with structural and process modifications to the new BNR trains.	Contingency	\$250,000	\$0	\$250,000	\$0	Adjustments to the structure for future activities, coordination of process controls, air piping modifications, scum removal modifications, concrete coating adjustments, diffuser changes, and piping adjustments.
14	Incomplete alignment of the design scope for the new clarifiers and sludge pump station	Undefined Scope	New	\$250,000	20	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with structural and process modifications to the new clarifiers.	Contingency	\$125,000	\$0	\$125,000	\$0	Adjustments to the pump station for access conditions, launder grout addition, modifications to launder drop, and piping alignment modifications.
15	Incomplete alignment of the design scope for the new UV disinfection system	Undefined Scope	New	\$500,000	20	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with structural modifications, process modifications, demolition, effluent weir modifications, and wire management changes.	Contingency	\$250,000	\$0	\$250,000	\$0	Adjustments to the existing CCT channels, wall heights, effluent weir changes, wire management efforts, and power/hydraulic system modifications.
16	Incomplete alignment of the design scope for the new effluent transfer pump station.	Undefined Scope	New	\$200,000	10	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with piping alignment, valving, and connections into existing GSTs.	Contingency	\$100,000	\$0	\$100,000	\$0	Adjustments to the new pump staton piping alignments including elevation changes to the tie-in locations and additional fittings.
17	Incomplete alignment of the design scope for the new electrical system	Undefined Scope	New	\$750,000	20	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with coordination of the new electrical system with the process design.	Contingency	\$375,000	\$0	\$375,000	\$0	Adjustments to the electrical system ductbanks, primary power coordination, breaker size coordination, conduit/conductor adjustments, and gear layouts.
18	Owner standardized variable frequency drive	Excluded Scope	New	\$75,000	0	100%	5	5.00	Request to include Owner standardized VFDs as part of the electrical system.	Allowance	\$75,000	\$75,000	\$0	\$0	Allowance to include Owner standardized VFDs within the new electrical system.

City of DeLand															Date: 8/9/2023
Project:Wiley Nash WRF Expansion and Upgrades															Phase: GMP
Risk Identification			Risk Assessment						Risk Control Measures						Risk Impact & Control Measure Calculations
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact (WDs)	Probability (0-100%)	Severity (1-10) 10=High	Rank (PxS) 10=Max	Risk Mitigation Strategy	Control Measures in GMP Scope	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
19	Incomplete alignment of the design scope for the new instrumentation system	Undefined Scope	New	\$300,000	10	50%	8	4.00	Incorporate contingency to accommodate for unforeseen activities associated with coordination of the new instrumentation system the process design.	Contingency	\$150,000	\$0	\$150,000	\$0	Adjustment to include coordination with vendor controls to new system updates, additional field instruments and programming efforts.
20	Incomplete alignment of the startup and process testing activities	Undefined Scope	New	\$50,000	5	30%	8	2.40	Incorporate contingency to include additional system testing, potential monitoring activities, and close out procedures.	Contingency	\$15,000	\$0	\$15,000	\$0	Additional startup of the new BNR, potential testing of existing BNR, and process adjustments.
21	Building Permitting Fees	Permitting	New	\$100,000	0	100%	3	3.00	Include allowance for anticipated permitting and inspection fees	Allowance	\$100,000	\$100,000	\$0	\$0	Allowance for City permitting reviews, inspections and closeout requirements.
22	Asphalt and Roadway	Undefined Scope	New	\$100,000	0	100%	5	5.00	Additional roadway work for the project restoration efforts	Allowance	\$100,000	\$100,000	\$0	\$0	Allowance to accommodate additional roadway paving upon project completion.
23	Independent Testing	Contract Requirements	New	\$70,000	0	100%	5	5.00	Include allowance for anticipated project inspections and material testing efforts.	Allowance	\$70,000	\$70,000	\$0	\$0	Materials testing and requested engineering inspections for the project.
24	Electrical Utilities	Other Project Stakeholders	New	\$50,000	0	100%	5	5.00	Power utility allowance for primary power and transformer from Duke Energy	Allowance	\$50,000	\$50,000	\$0	\$0	Costs to cover new utility primary power and transformers for Area 900.
25	Buffer Landscaping Requirements	Regulatory Requirements	New	\$25,000	0	100%	5	5.00	Allowance to include landscape buffer requirements from the City's current land use code.	Allowance	\$25,000	\$25,000	\$0	\$0	Landscaping in review by the City TRC. Scope not fully defined.
26	Chlorine Gas Area Rehabilitation	Undefined Scope	New	\$300,000	20	50%	5	2.50	Allowance included for potential additional rehabilitation or demolition work for the chlorine gas and sulfur dioxide systems.	Allowance	\$150,000	\$150,000	\$0	\$0	Allowance to accommodate additional modifications to the gas chemical systems.
27	Chlorine Contact Tank and Effluent Pump Station Bypass Pumping	Constructability	New	\$150,000	0	100%	7	7.00	Allowance to provide bypass pumping systems to construct the UV disinfection system and new effluent transfer pumps at the existing CCT and effluent pump station.	Allowance	\$150,000	\$150,000	\$0	\$0	Bypass pumping activities associated with the conversion of the CCT to UV disinfection and effluent transfer station modifications.
28	Geotechnical Improvements	Unknown Site Conditions	New	\$250,000	10	100%	5	5.00	Allowance for anticipated additional subsurface improvement materials and efforts due to unforeseen or unknown site conditions.	Allowance	\$250,000	\$250,000	\$0	\$0	Allowance to accommodate unforeseen activites with the grout injection, including overages of material.
29	Raised Floor at UV Electrical Bldg	Design	New	\$40,000	0	100%	3	3.00	Allowance provided for procurement and installation of the industrial raised floor at the new UV electrical building.	Allowance	\$40,000	\$40,000	\$0	\$0	Raised floor shown in updated design. Allowance amount provided for this effort.
30	Elevated Walkway between the new clarifier no. 4 and the existing BNR 3 structure.	Undefined Scope	New	\$100,000	0	100%	5	5.00	Allowance provided for procurement and installation of the proposed elevated walkway between the new clarifier and the BNR 3 structure.	Allowance	\$100,000	\$100,000	\$0	\$0	Elevated walkway allowance.
31	HVAC systems for the new UV Electrical Bldg and Dechlorination Electrical Rooms	Excluded Scope	New	\$100,000	0	100%	5	5.00	Allowance provided to procure and install the HVAC systems in both new electrical buildings.	Allowance	\$100,000	\$100,000	\$0	\$0	HVAC needs for the new electrical rooms.
32	Pre-engineered metal building (PEMB) for the new UV disinfection system	Undefined Scope	New	\$125,000	0	100%	5	5.00	Allowance provided to design, procure and install the PEMB structure over the new UV units at the existing CCT structure.	Allowance	\$125,000	\$125,000	\$0	\$0	New structure cover for the UV disinfection system.
33	PEMB Windrow building demolition and replacement	Undefined Scope	New	\$200,000	10	100%	5	5.00	Allowance provided to replace the existing PEMB and provide a new relocated structure for the City's septic trucks.	Allowance	\$200,000	\$200,000	\$0	\$0	Requested relocation scope of work.
34	Procurement / Delivery Delays	Procurement	No Change	\$50,000	5	30%	3	0.90	Incorporate appropriate time in schedule and adequate terms in the contract.	Contingency	\$15,000	\$0	\$15,000	\$0	Included in contingency for activities beyond planning control.
35	Construction Delays / Subcontractor Performance	Construction Schedule	No Change	\$50,000	5	30%	3	0.90	Proper terms and conditions, maintain adequate time for subcontractor coordination and work.	Contingency	\$15,000	\$0	\$15,000	\$0	Included in contingency for activities beyond planning control.
36	Critical Path Delays - Evaluation and Decision Making	Construction Schedule	No Change	\$50,000	5	30%	5	1.50	Perform proper construction planning and incorporate Engineer and Owner as part of strategic construction activities.	Contingency	\$15,000	\$0	\$15,000	\$0	Included in contingency for activities beyond planning control and continued coordination.
37	Latent Defects (misfabrication) of Materials/Equipment	Quality	No Change	\$100,000	5	50%	3	1.50	Proper terms and conditions, maintain proper oversight to vendors and establish proper coordination with Owner and Engineer for potential corrective actions.	Contingency	\$50,000	\$0	\$50,000	\$0	Included in contingency for activities beyond planning control.
38	Unforeseen Utility Conflicts	Unknown Site Conditions	No Change	\$700,000	10	50%	3	1.50	Coordinate necessary site utility coordination on project schedule. Incorporate proper durations to accommodate for potential unforeseen activities. Use prior information to assist with this insight during project activities.	Contingency	\$350,000	\$0	\$350,000	\$0	Contingency amount to accomodate alignment changes due to minimal record information available.
39	Unforeseen Material Escalation	Contract Requirements	No Change	\$100,000	0	50%	3	1.50	Incorporate contingency amount to accommodate potential material escalation. Minimize this activity with proper execution of contracts.	Contingency	\$50,000	\$0	\$50,000	\$0	Included in contingency for activities beyond planning control.
		PROJECT TOTAL		\$8,250,000	315	PROJECT RISK TOTAL					\$4,650,000	\$1,535,000	\$3,115,000	\$0	

ATTACHMENT 3 – CPM Schedule



Wharton-Smith, Inc.
CONSTRUCTION GROUP



Activity Name		Orig Dur	Rem Dur	Start	Finish	Total Float	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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				Clear, Grub, and Demo	30	30	14-Nov-23	25-Dec-23	70																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

Actual Work Critical Remaining Work Summary
Remaining Work Milestone





ATTACHMENT 4 – Question and Response Log

CITY OF DeLand
Wiley M. Nash WRF Upgrades
Bid Questions

Project: City of DeLand Wiley M. Nash WRF Upgrade						Date Submitted: 08/09/2023				
Phase: Bidding										
Architect/Engineer: Mead & Hunt										
Key No.	Addendum	Document Reference	Document Location	Comment Received	Review Comments	Question By	Response to Comment	Response By	Engineer/Owner Confirmation	Addendum Response
1	2	Painting	Div 09	6/27/2023	Page 13 Scope of work lists section 92423 Cement Stucco in the painting bid package. Is it the intent to keep this spec section in the painting package and if the painting contractor does not self perform stucco he needs to carry the cost to sub out himself?	Universal Painting Corp.	The stucco scope will not be a part of the coatings scope. This will be included as part of the MPC scope.	AB		
2	1	Painting	Div 33	6/27/2023	Sections 333632.23 Prestressed Concrete Storage Tank Clarifiers and 333632.36 Prestressed Concrete Storage Tank Oxidation Ditch - Drawing C104 shows (2) BNR Tanks 214/215, (2) Clarifiers 314/315. Can you confirm the BNR Tanks are to be considered the same structure as "Oxidation Ditch" as named in Section 333632.36?	Universal Painting Corp.	Correct, the BNR and oxidation ditch is the same structure for this project.	DRK	Correct, the BNR and oxidation ditch is the same structure for this project.	MDG
3	2	Painting	Div 33	6/27/2023	Per 3336.32.23 (mentions the tank builders scope to include interior piping and equipment) and 333632.36 (does not mention any interior piping or equipment) Can you confirm who will be responsible for the following, Ox Ditch - Submerged Piping and Equipment Ox Ditch - Exterior Piping and Equipment Clarifier - Submerged Piping and Equipment Clarifier - Exterior Piping and Equipment	Universal Painting Corp.	Coatings contractor is responsible for any and all field coatings for piping.	DRK	Engineer confirms that BNR and clarifier equipment provided by Ovivo. Mechanical equipment, piping placement and termination points defined by Ovivo. CMAR contractor to determine division of responsibility within and adjacent to BNR and clarifiers. See sections 43 11 61 Oxidation Ditch Equipment, and 46 43 21 Secondary Clarifier Equipment.	MDG
4	1	Painting	Div 09	6/27/2023	I have noticed this section is not part of the Painting Bid package. Tnemec/Epoxy tech has an equal to this system. Can we bid the Tnemec/Epoxytech system for this spec?	Universal Painting Corp.	Pricing shall be submitted based upon Tnemec. Alternates may be considered by the owner and should be listed as alternate pricing deduct.	DRK/MDG	Pricing shall be submitted based upon Tnemec. Alternates may be considered by the owner and should be listed as alternate pricing deduct.	MDG
5	1	Submersible Mixers	-	6/27/2023	We took a quick look at Package 27 (submersible mixers) and the bid package and specification list Sulzer only. Moss Kelley represents Flygt mixers, and Hydra Service represents Sulzer.	Moss Kelly	Sulzer is the only acceptable manufacturer for the mixers.	DRK/MDG	Sulzer is the only acceptable manufacturer for the mixers.	MDG
6	3	SCADA	40 61 13	6/27/2023	Please provide specification 40 61 96 for the Process Control Descriptions	WS	This specification is currently under development at the time of the bid.	AB	This specification is under development	KSK
7	1	SCADA	40 61 13	6/27/2023	Please provide specification 40 63 43 for the Programmable Logic Controllers	WS	Refer to the revised section 40 63 43 in the attached specifications.	DRK/MDG	Revised spec to be provided	KSK
8	1	SCADA	40 61 13	6/27/2023	Please provide specification 40 67 00 for the Control System Equipment Panels and Racks	WS	Refer to the revised section 40 67 00 in the attached specifications.	DRK/MDG	Revised spec to be provided	KSK
9	1	Ox Ditch Equipment	43 11 61	6/27/2023	Provide specs for the diffused air system in BNR-4/5	WS	Refer to the revised section 43 11 61 in the attached specifications.	DRK/MDG	See section 43 11 61 Oxidation Ditch Equipment	MDG
10	1	Double Disc Sludge Pumps	46 78 00	6/27/2023	The specs call for (3) starter control panels with only 2 pumps	WS	Refer to the revised section 46 78 00 in the attached specifications.	DRK/MDG	this will be updated to two starters	MDG
11	1	PEMB	Div 13	6/27/2023	There is no metal building specs (normally div 13) in the spec book for the Wiley M. Nash WRF job.	WS	Refer to Section 13 34 19 in the updated specifications.	DRK/MDG	Spec added to Div. 13	MDG
12	3	Demolition	C103	6/27/2023	Notes for the demolition of the existing effluent PS and the existing sulphur dioxide room state "SEE MECHANICAL DRAWINGS FOR DETAILS". These drawings are not included in the 90% drawings.	WS	Only the existing Sulphur dioxide equipment within that building will be removed apart of this project. Further details will be added to 100%	M&H	Only the existing Sulphur dioxide equipment within that building will be removed apart of this project. Further details will be added to 100%	MDG
13	2	Demolition	C104	6/27/2023	Structure 1000 is the relocated utility storage building. Is this the existing storage building (structure 211)?	WS	Structure 211 is the existing Storage building to be removed and disposed of apart of this project. Sheet C104 will be updated for structure 1000 to say " Future Storage Building by others"	DRK/M&H	Structure 211 is the existing Storage building to be removed and disposed of apart of this project. Sheet C104 will be updated for structure 1000 to say " Future Storage Building by others"	MDG
14	2	CMAR	C104	6/27/2023	If the existing storage building (structure 211) is to be relocated, please provide structural, mechanical, and electrical drawings related to this structure.	WS	Structure 211 is the existing Storage building to be removed and disposed of apart of this project. Sheet C104 will be updated for structure 1000 to say " Future Storage Building by others"	DRK/M&H	Structure 211 is the existing Storage building to be removed and disposed of apart of this project. Sheet C104 will be updated for structure 1000 to say " Future Storage Building by others"	MDG
15	3	Demolition	C107	6/27/2023	Note for the sulphur dioxide room states "REMOVE SULPHUR DIOXIDE EQUIPMENT (SEE MECHANICAL DRAWINGS FOR DETAIL)." These drawings are not included in the 90% drawings.	WS	Only the existing Sulphur dioxide equipment within that building will be removed apart of this project. Further details will be added to 100%	M&H	Only the existing Sulphur dioxide equipment within that building will be removed apart of this project. Further details will be added to 100%	MDG
16	2	Site Work	C107	6/27/2023	Four trees just North of the existing lift station are shown to be removed on Sheet C107, but are called to be saved on C021.	WS	These trees are to be removed.	AB/M&H	Correct, Sheets will be updated in 100% documents	MDG
17	1	Demolition	C103/C107	6/27/2023	There is an existing light pole immediately adjacent to the walkway between carrousels 1 & 2. Will this need to be removed along with the stairs?	WS	Yes, the light pole, stairs and bridge will need to be removed and then re-installed in kind.	DRK/MDG	Yes - remove and reinstall	MDG
18	1	CMAR	C108	6/27/2023	What is the power source for the existing lift station near the existing storage building shown to be demolished?	WS	The building is served from a local 120V panel in the adjacent RAS/WAS building.	DRK/MDG	The building is served from a local 120V panel in the adjacent RAS/WAS building.	MDG
19	1	MPC	C108	6/27/2023	Propose consolidating the 20" EFL in the same header for the future clarifier #7 and #8.	WS	No change at this time.	DRK/MDG	The proposed 30" eff cannot handle peak flows from the 4 proposed clarifiers. The two proposed 30" headers are	MDG
20	1	CMAR	C108	6/27/2023	There was discussions of bring the existing RAS manifold at the existing RAS structure at carrousels 1 and 2 outside the building and demolishing the RAS wet well structure. Is this intended to be captured?	WS	No change at this time.	DRK/MDG	This is a discussion item with the City. If included, details will be provided in the 100% documents. This will be incorporated into the 100% documents	MDG
21	1	Painting	S110-1	6/27/2023	KEYED NOTE 6.103: Please provide specifications for lining system coatings.	WS	Wetwell and Grit/splitter structure to be lined with Spectrashield or Raven epoxy/polymeric lining systems. Refer to Section 09 80 00 in the attached specifications. Cementitious lining systems are not approved.	DRK/MDG	Wetwell and Grit/splitter structure to be lined with Spectrashield or Raven epoxy/polymeric lining systems. Section 33 01 30.83 'Lining System' will be modified. Cementitious lining systems are not approved.	MDG
22	1	MPC	S120-2	6/27/2023	KEYED NOTE 3.501: Please provide specifications for FRP grating and associated structural components.	WS	Refer to section 06 61 00 Fiberglass Reinforced Plastics in the attached specifications	DRK/MDG	see section 06 61 00 Fiberglass Reinforced Plastics	MDG
23	1	Concrete	S551/10	6/27/2023	Recommend inverting the keyway such that the keyway raises into the wall.	WS	No change at this time.	DRK/MDG	this will be discuss with the structural engineer and shown in the 100% documents if accepted	MDG
24	1	Painting	S555	6/27/2023	Recommend primed steel in lieu of galvanized for bollard shop coating to coordinate with field coatings.	WS	Primed steel with appropriate field coating system is approved.	DRK/MDG	Primed steel with appropriate field coating system is approved.	MDG
25	1	MPC	M110-1	6/27/2023	Recommend adding a MJ PV on the drain line from MH D-1 to the wet well to be able to isolate the manhole from the active wet well.	WS	Include a 12-inch buried plug valve on the piping between MH D-1 and the east pump station wetwell.	DRK	Noted	MDG
26	1	Chemical Skids	43 32 6	6/26/2023	On this bid, we also have the 43 32 69 chemical feed systems with Seepex Can you also please send just the bid manual for this section?	MTS	See revised section 43 32 69 Chemical Feed Systems in the attached specifications.	DRK/MDG	see revised section 43 32 69 Chemical Feed Systems	MDG
27	1	Subsurface Improvements - Grout Injection		6/26/2023	It's my understanding Wharton Smith released an ITB for the above project. We are beginning a compaction grout project working with Wharton Smith next month for the City of DeLand Administration Building...would it be possible to receive the ITB?	HeliconUSA	Yes, refer to submitted bid manual.	DRK	N/A	MDG
28	1	Odor Control	44 31 31	6/28/2023	2.06 - PLease clarify if carbon polisher will be required for the odor control system.	WS	Carbon polisher not required.	DRK/MDG	Carbon Polisher not required	MDG
29	1	Submersible Mixers	M110-1	6/28/2023	Only one submersible mixer is shown on the drawing, however, Section 46 41 23 calls for two submersible mixers	WS	One mixer will be installed, see revised Section 46 41 23 in the attached specifications	DRK	one mixer will be installed, see revised Section 46 41 23	MDG
30	2	Electrical	E110-2	6/28/2023	The East Master Lift Station Electrical Equipment Wiring Schedule has no provisions for the submersible mixers	WS	Bidder is to assume (3) #10 in a 3/4" conduit to MCC-J	AB/B&H	Electrical information shall be added to this sheet; Discussed in meeting with KSK on Friday 7/21.	KSK
31	1	MPC	S900-1 / S900-2	6/28/2023	Are there to be gutters/downspouts at the New Electrical Building? It is not called out on neither plans nor specs.	WS	Gutters and downspouts will not required for this building	DRK	gutters and downspouts not required for this building	MDG
32	1	Site Work		6/26/2023	Just confirming scope for this bid. I assume you guys are doing all the yard piping, correct? If so, is there anything on the utility side you want us to pick up? Do we need to figure any earthwork or grading around the work that is being done on the existing portions of the facility?	Marlin Construction	MPC is performing the yard piping and all restoration efforts for the facility. The site work scope of work will need to include all rough and final grading for this project.	DRK	N/A	MDG
33	1	Painting	C106	6/28/2023	There are a number of sanitary sewer manholes shown on drawing C106 and I am unable to locate them on an elevation view or the dimensions for those manholes. Can you publish a manhole schedule or point me in the direction of it if the document already exists?	Universal Painting Corp.	C106 is existing piping. There are only three manholes proposed for this project	DRK	C106 is existing piping. There are only three manholes proposed for this project	MDG
34	1	Painting	210 SERIES	6/28/2023	DRAWINGS S210 SERIES show a New proposed Chemical Storage Structure. But the M210 Series Drawings show what appears to be modifications at an existing alum storage facility. The numbered indicators on Sheet C104 name 210 to be a Proposed Alum Storage Facility. Can you confirm if the Alum Storage shown on M210-1 and M 210-2 is a new structure or if it is just mechanical modifications to an existing structure?	Universal Painting Corp.	Structure 210 will be a new pre-engineered metal building to house the new blowers and alum feed skid.	DRK	Structure 210 will be a new pre-engineered metal building to house the new blowers and alum feed skid.	MDG
35	1	Painting	099000	6/29/2023	•There is no paint spec on submerged concrete. Are none of the process tanks to be coated? If so please specify system. •There is no paint spec on chemical containment. Are non of the chemical storage/ odor control/ or dewatering areas to receive coatings? •Please specify where system 15.6.K "Exterior Above Grade Concrete" is to be applied. •Will the clarifier mechanisms require field coatings?	Cypress	The only interior concrete coatings shown for cast in place structures are for the east master lift station and the grit/splitter structure. These shall be coated with Spectrashield or Raven or approved equal. Painting for pumps, piping and other related equipment are included in 09 90 00. Directional arrows and pipe labelling is required. Chemical resistant epoxy coatings required within containment areas. The only concrete structure to be painted is the electrical building. The proposed grit/splitter, BNR and clarifiers are to be rubbed and finished. Clear concrete sealant is required per section 09 90 00. Clarifier interior mechanisms shall be primed and coated per section 09 90 00.	DRK	The only interior concrete coatings shown for cast in place structures are for the east master lift station and the grit/splitter structure. These shall be coated with Spectrashield or Raven or approved equal. Painting for pumps, piping and other related equipment are included in 09 90 00. Directional arrows and pipe labelling is required. Chemical resistant epoxy coatings required within containment areas. The only concrete structure to be painted is the electrical building. The proposed grit/splitter, BNR and clarifiers are to be rubbed and finished. Clear concrete sealant is required per section 09 90 00. Clarifier interior mechanisms shall be primed and coated per section 09 90 00.	MDG
36	2	Painting	Bid Manual	6/29/2023	•In lieu of inclusion of Spec 09 24 23 Cement stucco, please reference as needed. Painters will not perform this scope of work •In lieu of inclusion of Spec 22 05 53 Identification for Plumbing Piping and Pumps, please reference as needed. Painters will not provide plastic name plates and markers of equipment, pumps and valves. Painters will provide directional arrows and labeling of pipes. •Please verify if you wish the painting subcontractor to trim gaskets and caulk flanges and not the mechanical contractor. •Please remove 6.14.B requirement for taping, mudding and texturing of drywall. This scope should be provided for by contractor installing drywall. Sanding and painting to be provided for by painters.	Cypress	The stucco scope will not be a part of the coatings scope. This will be included as part of the MPC scope. Directional arrows and pipe labeling is required by the Contract Documents. Include trimming/caulking of gaskets and caulking within the scope for this project. Caulking the pipe barrel to the flange is included as well. Drywall will be installed, taped, mudded, sanded, and textured by others.	DRK	N/A	MDG

CITY OF DeLand
Wiley M. Nash WRF Upgrades
Bid Questions

Project: City of DeLand Wiley M. Nash WRF Upgrade						Date Submitted: 08/09/2023				
Phase: Bidding										
Architect/Engineer: Mead & Hunt										
Key No.	Addendum	Document Reference	Document Location	Comment Received	Review Comments	Question By	Response to Comment	Response By	Engineer/Owner Confirmation	Addendum Response
37	1	Instrumentation & Controls	M110-2	6/29/2023	Assuming the flow meter on the on the influent from the West Master Lift Station (WMPS) is FM121-1.	WS	FM110-2 is the measuring the flow from the proposed East Master lift station. FM120-1 is the measuring the flow from the existing west master lift station	DRK/MDG	FM110-2 is the measuring the flow from the proposed East Master lift station. FM120-1 is the measuring the flow from the existing west master lift station	MDG
38	1	Instrumentation & Controls	M110-2	6/29/2023	Assuming the flow meter on the on the influent from the West Master Lift Station (WMPS) is FM120-1.	WS	FM110-2 is the measuring the flow from the proposed East Master lift station. FM120-1 is the measuring the flow from the existing west master lift station	DRK/MDG	FM110-2 is the measuring the flow from the proposed East Master lift station. FM120-1 is the measuring the flow from the existing west master lift station	MDG
39	1	MPC	M110-2	6/29/2023	Recommed consolidating all of the flanged piping between the wet well and the degrit structure into (1) common header.	WS	Discharge velocities would be to high if consolidated into one. No change at this time.	DRK/MDG	Discharge velocities would be to high if consolidated into one.	MDG
40	2	MPC	M110-6/PLAN 14	6/29/2023	The upstream and downstream straight piping will need to be longer for the flow meter to function properly.	WS	Magnetic flow meter manufacturer shall confirm specified accuracy with min 1 pipe diameter upstream and downstream of meter.	M&H	Magnetic flow meter manufacturer shall confirm specified accuracy with min 1 pipe diameter upstream and downstream of meter.	MDG
41	2	MPC	M110-6	6/29/2023	Recommend adding bypass measures downstream of the flow meter in the event the screenings structure needs to be bypassed in the future.	WS	Each channel for the proposed screens can be removed from operation independently. Both channels would never be down at the same time. If the screens clog, there is an integral overflow weir on the back side provided.	M&H	Each channel for the proposed screens can be removed from operation independently. Both channels would never be down at the same time. If the screens clog, there is an integral overflow weir on the back side provided.	MDG
42	3	MPC	M120-1	6/29/2023	Recommend running the SAN piping from effluent box 6 & 7 all the way to the piping connections.	WS	Piping from eff box 6 & 7 shall be installed up to blind flanges shown. Buried piping terminated above grade with blind flanges as shown.	DRK	Piping from eff box 6 & 7 shall be installed up to blind flanges shown. Buried piping terminated above grade with blind flanges as shown.	
43	3	MPC	M120-1	6/29/2023	Recommend running FRP odor control piping around to effluent boxes 5, 6, & 7 to include the wall penetrations.	WS	Add 12" FRP Odor Control to boxes 6,5, 7 & Grit chamber (see sketch).	M&H	Add 12" FRP Odor Control to boxes 6,5, 7 & Grit chamber (see sketch)	
44	3	MPC	M314-2/3	6/29/2023	Please provide details for the clarifier weir covers. The note is missing the detail call-out.	WS	Clarifier weir cover details to be supplied by weir cover manufacturer, NEFCO, or approved equal. CROM to coordinate launder cross section with selected manufacturer. Dwg's will be revised.	DRK	Clarifier weir cover details to be supplied by weir cover manufacturer, NEFCO, or approved equal. CROM to coordinate launder cross section with selected manufacturer. Dwg's will be revised	
45	3	MPC	M314-2/3/4/5	6/29/2023	GENERAL NOTE 5: Recommend all piping from the SCEFF downstream to be CML.	WS	Scum piping to be epoxy lined ductile iron.	DRK	Scum piping to be epoxy lined ductile iron	
46	3	Electrical	E003	6/29/2023	Electrical duct banks are shown to run through sanitary sewer manholes. Please provide proper routing of the duct banks.	WS	Electrical duct bank routing will be updated in 100% DWG's.	DRK	Electrical duct bank routing will be updated in 100% DWG's	
47	3	Electrical	E012	6/29/2023	Is there a desire to run an additional feeders to Main CB 2 to provide redundant power feed?	WS	Current plan is to run conductors from Main CB 2 to a secondary cabinet so that both ends are energized.	DRK	Current plan is to run conductors from Main CB 2 to a secondary cabinet so that both ends are energized	
48	3	Electrical	E013	6/29/2023	Is there a desire to provide (2) MCC (MCC-J1 and MCC-J2) in order to split the loads to provide redundancy?	WS	No desire to split MCC J at this time.	DRK	No desire to split MCC J at this time	
49	2	Electrical	E016	6/29/2023	Is the 600 KW generator planned as a future?	WS	No, this item is to be provided as part of this project.	AB/M&H		
50	2	Electrical	E016	6/29/2023	Please provide routing of (3) sets of conduit from the ATS to the new generator.	WS	Bidder is to assume best route to the ATS located in the existing chlor/dechlor room.	AB		
51	3	Vertical Turbine Pumps	33 11 21/E016	6/29/2023	Specification 33 11 21 calls for the pumps to run off VFD provided by the pump supplier and the one-line does not show VFD.	WS	VFDs will not be provided by pump supplier. Specs and one-line drawings to be updated. Vertical turbines will not have VFDs; Only soft starts.	AB/M&H	VFDs will not be provided by pump supplier, Spec and one line to be updated. Vertical turbines will not have VFDs, only soft starts	
52	3	Dry Pit Submersible Pumps	33 10 12/E017	6/29/2023	Specification 33 10 12 does not require VFD and the one-lines show standalone VFD.	WS	Standalone VFD will be utilized for these pumps. VFDs to be provided by electrical subcontractor.	AB/M&H	standalone VFD will be utilized for these pumps, VFDs to be provided by electrical sub contractor	
53	3	CMAR	E204-1	6/29/2023	Sheet E201-1 does not reflect an existing air handler that is mounted on the South wall to the West of the existing carousel #3 panel.	WS	Plan will be updated to include this equipment.	M&H	Plan will be updated to include this equipment.	
54	3	CMAR	E204-1	6/29/2023	The WAS/RAS/SCUM pump VFDs are shown to be mounted on the South wall. There is existing RAS piping roughly 3' away from this wall. This will not provide the required clearance in front of the VFD.	WS	Piping will be removed as part of this project. This will be shown in the 100% drawings.	AB	Piping will be removed as part of this project. This will be shown in 100% DWG's	
55	3	CMAR	E520-1	6/29/2023	NOTE 2: There are existing analyzers on the South wall of this building where the proposed equipment is shown to go. Please provide information on temporary setup provisions for the purposes of construction. Who is responsible to relocate, setup, re-calibrate, re-feed, etc. ?	WS	The electrical contractor is responsible for all demolition and temporary setup of existing analyzers. A LS line item will be included in the bid manual to establish a budget for this work.	DRK	UV contractor is responsible for Temp set up during construction. Equipment to be removed once UV system is online	
56	3	CMAR	E520-1	6/29/2023	There is no HVAC shown for this room. Is it desired with the electrical gear?	WS	Split system HVAC will be included in this building as a part of this project.	DRK	Split system HVAC will be included in this building apart of this project	
57	2	CMAR	E530-1	6/29/2023	Please show electrical provisions for the EMO valves on the new pump effluent piping.	WS	Bidder is to plan on (3) #12 in a 1" conduit TYP from the EMO to the MDP. MDP is located in the de-chlorination room.	AB/M&H	Discussed response in a meeting with KSK on Friday 7/21/23.	
58	3	CMAR	I012	6/29/2023	The barscreen control panel(s) are not shown on the network diagram.	WS	Bar Screen Control Panel will be added to this diagram.	DRK	Bar Screen Control Panel will be added to this diagram.	
59	3	CMAR	I021	6/29/2023	FE/FIT-0534 and LIT-0210F are missing on the the instrument index table.	WS	Instruments will be added to the index.	DRK	Instruments will be added to the index.	
60	3	CMAR	GENERAL	6/29/2023	Please reflect installation location/details and power requirements for the duplex alum skid.	WS	Duplex alum transfer skid will be installed in existing structure 700 next to bulk alum storage tank. Further details on this will be included in 100%.	DRK	Duplex alum transfer skid will be installed in existing structure 700 next to bulk alum storage tank. Further details on this will be included in 100%	
61	2	Instrumentation & Controls	I314/315	6/29/2023	Is there a need for an LIT in the clarifier launder?	WS	This LIT is not required.	AB	Discussed response in a meeting with KSK on Friday 7/21/23.	
62	3	Instrumentation & Controls	GENERAL	6/29/2023	Many Utilities have IT groups attached directly to them or provided by the Municipality government structure. In either case, WiFi and Tablets fall under IT's authority, in many cases with the software requirements, and in all cases with security requirements regarding the network. Will the Utility provide these elements, or when will the Utility's IT department specify the devices and the implementation of the network security as they will have ownership and be responsible after the project is complete?	WS	This is not a requirement under the scope of this project.	AB/M&H		
63	1	Vertical Turbine	33 11 21	6/28/2023	Confirm that Peerless and Flowserve are acceptable to bid the vertical turnrbine pump package	CV	Yes, these manufacturers are acceptable to bid this work	BB	Email 6/29/2023	Addendum 1
64	2	Subsurface Improvements - Grout Injection	Bid Manual	6/29/2023	3.1.3A: Bill of Materials: In addition to compaction grout, what other materials would you prefer we declare? 3.2.3E: Pertaining to acknowledging receipt of Addenda...in the iSqft platform no addenda seem to be included. What Addenda should we be referencing? 6.1.1L(j): Final Report: Our standard practice is to provide daily logs for our drilling and compaction grout installation. We presume Bechtol will be the Engineer of Record preparing the Final Report as the monitoring Engineer has the final and official quantities used for the project. Is there another final report of some nature you will need from Helicon? 6.1.1O Where will the location(s) of the clear water source be located? And what is the source, i.e., fire hydrant, hose bib, etc. ? 6.3.1 Where may we find the City of DeLand Standards? We do not find them in the ITB package.	HeliconUSA	3.1.3A - This based on your means and methods to complete the scope of work and satisfy the conditions of your contract. Provide a bid in accordance with the bid form contained within the bid manual. 3.2.3E - Addenda will be developed as needed for this project and delivered via electronic format. Acknowledge all addenda as part of the submittal on the bid form. 6.1.1 L - Provide a compiled final report as specified. 6.1.1 O - Refer to site utilization plan in addendum no. 1. 6.3.1 - Refer to links for each at the City website: Reclaimed Details: https://www.deland.org/255/City-Reclaim-Details Sewer Details: https://www.deland.org/258/City-Sewer-Details Water Details: https://www.deland.org/260/City-Water-Details	AB		
65	1	Electrical	Bid Schedule	6/29/2023	Can the bid schedule for this project be extended or modified?	Chinchor	The bid time will remain as specified.	DRK		
66	3	Clarifier	Clarifier- 46 43 21 /M314	6/30/2023	Section 1.01 B. Spec calls for stub arms but no stub arms are mentioned on drawings and with this clarifier diameter, stub arms are not needed. Please confirm if stub arms are required? Section 1.04: is the feedwell diameter confirmed by Clarifier, Inc? Section 1.04 H. I. J. : Are the EDI dimensions confirmed by Clarifier, Inc? Section 1.04 Q: drawings show full radius. Is full radius scum trough required? Section 2.02.I. : Is ASTM A536 grade 100-70-03 material acceptable for the main spur gear? Section 2.03.A.: this section calls for a half tank walkway, but the drawings show a full diameter walkway? What is the walkway length required? Section 2.03.C.: for a 90' diameter mechanism, a truss bridge design is recommended. Is it acceptable to have the truss sides serving as handrail system? Section 2.09 describes a conventional scum box skimmer system but drawings M314-3 keynote 2 shows a full trough. Please confirm a scum box is required? Section 2.12 calls for Tnemec 66 primer as well as spec 09 90 00. Be aware that Tn 66 has been discontinued by Tnemec and is no longer available. Tnemec suggests using TN 69 in lieu of TN66. Is it acceptable? Please confirm the schedule for non-submerged and submerged steel (in other than potable water)? Section 2.12 calls for a finish coat of epoxy finish paint. This finish coating shall be applied in the field by installing contractor to avoid scratching during manipulation and installation. Please confirm this is acceptable practice.	TSC	Revised clarifier specifications were provided with addendum #1.	DRK		
67	1	Chemical Skids	433269	7/3/2023	Confirm the marked up specifications for the chemical feed skids manufactured by Guardian is acceptable. 2.01.C. - Change manufacturer to "Guardian Equipment". 2.01.K - Change VFD to "KBDA-24D Manufactured by KB Electronics". 2.03.C.-Change calibration columns to "Griffco 3,000mL &200mL". 2.06.A. Change frame material to "1/2" thick thermally welded polypropylene"	MTS	Refer to revised specification section 43 32 69 in attached specifications.	DRK/MDG	Revised Clarifier spec provided in Addendum #1.	

CITY OF DeLand
Wiley M. Nash WRF Upgrades
Bid Questions

Project: City of DeLand Wiley M. Nash WRF Upgrade						Date Submitted: 08/09/2023				
Phase: Bidding										
Architect/Engineer: Mead & Hunt										
Key No.	Addendum	Document Reference	Document Location	Comment Received	Review Comments	Question By	Response to Comment	Response By	Engineer/Owner Confirmation	Addendum Response
68	2	Demolition	Bid Manual	7/6/2023	1)There is demolition mentioned at the Effluent pump station but I can't find any information on it. Do you have a defined scope for this portion of work? 2)I want to make sure I understand the scope divide between the site contractor and the demo contractor. Would it be safe to assume that the site contractor is doing the trees, drying beds, dirt roads, asphalt, concrete flume, clearing and grubbing etc.?	Creative Environmental	1) Demoliton is included per the structural drawings. 2) Confirmed.	AB		
69	3	I&C	General	7/6/2023	Is there a process control narrative for all devices being added available or is it still being developed? Specifically, what devices or processes will be automated or monitored by DFS and what are the exact process requirements?	DFS	Specification section is still in development at the time of the GMP.	AB/M&H	Refer to updated specification section 40 68 00	
70	3	I&C	General	7/6/2023	What panel will the new Transfer Pumps 4 & 5 be terminated to? I/O for these pumps is not listed on the drawing sheets to any existing or new RTU. Transfer Pumps 1-3 are currently automated by RTU233 located in the reuse pump station. Will these be added to existing automation?	DFS	Engineer to confirm.	M&H	Current plan utilize existing RTU233	
71	3	I&C	General	7/6/2023	What enclosure size and type limitations are present for new RTU's 240 & 241	DFS	Interior shall be NEMA 12. Exterior shall be NEMA 4X.	M&H	Interior shall be NEMA 12, exterior shall be NEMA 4X	
72	2	I&C	Bid Manual	7/6/2023	Page 13 of the SCADA Bid Manual mentions changes to Existing MCP RTU221. What changes are expected at this RTU.	DFS	No changes are required unless needed for the system upgrades.	DRK		
73	3	I&C	Dwg I012	7/6/2023	Drawing I012 – DFS suggests moving the proposed fiber between RTU227 and RTU240 to between RTU227 & RTU241. This will create a redundant fiber loop that will keep all RTU's online if a fiber line breaks.	DFS	This is acceptable.	DRK/M&H	This is acceptable	
74	3	MPC	C108, C112	7/6/2023	DWG C112 D-1 Structure needs more detail on pipe inverts and is missing a pipe to influent Flow meter shown on C108 (size of pipe, type connection, etc.)	WS	Better details to be provided in 100% drawings.	DRK	Better Details to be provided in 100% DWG's	
75	2	MPC	C108	7/6/2023	10" Reuse line stops at offsite. Do you want to plug or install a valve and plug?	WS	Include a MJ GV, MJ plug, and blowoff assembly.	AB		
76	2	MPC	C108	7/6/2023	Force main tie in point from offsite to onsite. Do you want a valve and plug or just a plug?	WS	Include a MJ PV, MJ TEE, and (2) MJ plugs.	AB		
77	3	MPC	C108, M002	7/6/2023	C108 and M002 have 2 different Drain pipe designs to Manhole and also no pipe shown going to flow meter.	WS	Drains will come from the bottom of the proposed BNR's and tie into the manhole as shown on C108. Details to be added & revised in 100% drawings.	DRK	Drains will come from the bottom of the proposed BNR's and tie into the manhole as shown in C108, Details to be added & revised in 100% DWG's	
78	2	MPC	C108, M002	7/6/2023	M002 shows 6" RW and not shown on C108	WS	Run the 6" RW from the Eastern termination point running West as per M110-1, and tie into the 10" TW on the West side of the de-grit structure with a 10"x6" MJ TEE and a 6" isolation MJ GV.	AB		
79	2	MPC	M002	7/6/2023	6" Drain line shown from Wet Well. Not sure where this goes or where it connects into.	WS	Drain to terminate in the location shown for a trench drain at the screen compactor area. Include a trench drain system and cast iron grating to cover.	AB		
80	2	MPC	M214-1, M314-1	7/6/2023	BNR 4&5 Show 8" Scum pipe. Clarifier 4&5 show 6" Scum. Please clarify.	WS	Assume 8" runs to the edge of the slab between the clarifiers and provide a MJ 8"x6" RED.	AB		
81	2	MPC	C108, C110,	7/6/2023	C110 lists Influent Flow Meter and Bypass. Need more information on piping coming from D-1 Manhole	WS	Piping to the drain manhole D-1 is 4" per 14/M110-6.	AB		
82	2	MPC	C113, M530-2	7/6/2023	Additional Yard piping for Ground Storage tanks. C113 has an additional 24" Gate Valve to existing Ground Storage Tank. Not shown on the M530 drawings.	WS	Include manual 24" flanged isolation GV for each GST. This is (2) valves total.	AB		
83	2	MPC	C501	7/6/2023	Backwash Relief Pump Station please verify if existing or proposed, location, etc.	WS	This will be a new station within the existing manhole, size of existing manhole needs to be confirmed prior to ordering material.	AB		
84	3	MPC	M110-2/3/5, M120-1/2/3/4/5/6	7/6/2023	Odor Control Piping is not clear with the East Master Pump Station. Please clarify pipe location from Odor Control unit to Degrit and Flow Structure. Looks like it is below grade confirm the pipe material and location in the documents. Potential to relocate and bring above grade?	WS	Odor control piping below grade is to be similarly sized DIP with a condensation drip leg assembly at the de-grit structure. This will be clarified in 100% drawings.	AB/M&H	Odor control piping below grade is to be similarly sized DIP with a condensation drip leg assembly at the de-grit structure. This will be clarified in 100% DWGs	
85	2	MPC	C108	7/6/2023	Proposed new pipes between East Master Plant PS and BNR 4 will have flowable fill in between piping under new asphalt and at least 12" above piping.	WS	Confirmed.	AB		
86	2	MPC	C108	7/6/2023	Add 2 Ea. 8" drain lines for future BNR 6&7 and cap 20' past BNR 5 Tie into proposed 8" line running to D-1 Manhole	WS	Confirmed.	AB		
87	2	MPS	33 01 00	7/7/2023	Ref: Pgs 12 & 13 ie Gate Valves- Spec states AWWA C509 with no mention of NRS vs OS&Y except with regard to BFP's which require the OS&Y type.	McDade	Rising stem except where depth of bury is insufficient.	DRK/M&H	Rising stem gate valves except where depth of bury is insufficient.	
88	2	MPS	Yard Pipe	7/7/2023	Buried locations. What valves do we want, Gate Valves- NRS or OS&Y, or Plug Valves ? Note: The gate valves will require gearing, either bevel or spur, the elevation of the handwheel comes into play at this point.	McDade	Rising stem gate valves except where depth of bury is insufficient.	DRK/M&H	Rising stem gate valves except where depth of bury is insufficient.	
89	2	MPS	M120	7/7/2023	Dwg M-120 shows the valves on the FM into Splitterbox and appears to be drawn as OS&Y type of valve. However, the valves have been Plug Valves on the FM IN	McDade	Valves marked 43 on sheet M110-2 shall be 24" flg GV, OS & Y. Generally, rising stem except where the handwheel is over 4" above grade.	DRK/M&H	Valves mark 43 on sheet M110-2 shall be 24" flg GV, OS & Y. Generally, rising stem except where the handwheel is over 4" above grade.	
90	2	Subsurface Improvements - Grout Injection	Bid Manual	7/7/2023	1. When we are asked to provide Engineering, this is typically requested for the initial submittals and not necessarily for the actual monitoring of the work onsite...monitoring is usually performed by the EOR. Are you wanting us to engage an Engineer for both services? 2. We didn't see any need for GPR in the ITB, however, we want to be clear...is there a GPR requirement we should account for?	HeliconUSA	1. Provide the necessary engineering to complete the scope of services outlined in the bid manual. 2. Only what is required to complete this work.	AB		
91	3	Painting	330130.83	7/7/2023	Will you accept Tnemec Epoxytex CPP Sprayliner as equal to the products listed in sub section 2.02 B of section 33 01 30.83 of the specifications for this Project?	Tnemec	Tnemec will not be accepted as a approved equal for corrosion protection of new concrete structures. Please see spec 09 80 00.	DRK/M&H	Tnemec will not be accepted as a approved equal for corrosion protection of new concrete structures. Please see spec 09 80 00	
92	1	General	Funding	7/7/2023	Are BABA requiements required to meet the funding requirements associated with this project?	WS	There are NO BABA requirement for this project, BUT, AIS and Davis-Bacon still applies, BUT, AIS and Davis-Bacon still apply to the project funding requirements in accordance with the Division 0 and 1.	DRK/MDG	Email 7/6/2023	
93	2	Demolition	Dwg C103	7/10/2023	Demolition Note 9 shown on sheet C103 calls for the proper disposal of asbestos materials. Please provide a certificate stating there are no asbestos materials utilized.	WS	No asbestos is assumed to be within the limits of the construction activities for this work. Any identified asbestos or hazardous material would be considered an unforeseen condition.	AB		
94	2	Demolition	Sheet C103	7/10/2023	Demolition Note 13 shown on sheet C103 calls for capping of wells. Are there any existing wells to be capped?	WS	No wells are identified within the limits of the demolition work for this project. Any wells to be capped would be considered an unforeseen condition.	AB		
95	2	MPC	Pipe Sch	7/11/2023	Is it possible to get a pipe schedule on this project ?	McDade	Not at this time.	DRK/BB	Maybe with final, not at this time	
96	2	MPC	Grit Pipe	7/11/2023	Should this system be "Glass Lined" in lieu of "Epoxy Lined"? The valves indicated on Grit piping are called out as Gate Valves, however they appear to be drawn as Knife Gate valves. Is this correct ?	McDade	Glass lined, only for the piping feed the grit pumps and to the grit separator. There are no knife gate valves on this project.	DRK/BB	Glass lined, only for the piping feed the grit pumps and to the grit separator. There are no knife gate valves on this project.	
97	2	MPC	BNR 4 & 5	7/11/2023	Dwg M120-1 clearly indicates to Effluent to the BNR Units to be 20", Dwg C110 continues indicating 20". However, Dwg M214-3 seems to indicate 24", please confirm correct pipe size required ?	McDade	The entrance to BNR, downstream of RAS connection is 24". Provide a 24"x20" reducer after the 20" valve connection with the RAS. Refer to the sketch provided.	DRK/BB	The effluent to BNR's is 20", however, the entrance to BNR, downstream of RAS connection is 24". Sketch to clarify.	
98	2	MPC	General	7/11/2023	Dwg C110, for instance, Note: All proposed piping to be Ductile-Iron. Unless noted otherwise. Please confirm this to be correct ie, DR, RW, etc. Also, if some of these lines are in fact to be PVC (C900), are they to be the "fusible" PVC or the standard type of C900 included in Spec 33 01 00, with external harness style restraints. Additionally, piping under slabs, Ductile-Iron or C900 ?	McDade	The specific piping designation shown on the plans shall supersede the referenced notes. If there is no designation, assume DI. RAS piping shall be all ductile iron. C-900 PVC is standard bell & spigot, not fused. Megalug restraints are typical for PVC. Restraint gaskets are acceptable for DI.	DRK/BB	The effluent to BNR's is 20", however, the entrance to BNR, downstream of RAS connection is 24". Sketch to clarify. The specific piping designation shown on the plans shall supercede the referenced notes. If there is no designation, assume DI. C-900 PVC is standard bell & spigot, not fused. Megalug restraints are typical for PVC. Restraint gaskets are acceptable for DI.	
99	2	MPC	Dwg M120	7/11/2023	Please note the call out for hose valves. It appears to be asking for 04" Ball Valves and 04" 90 Bends Threaded (Key note 52 for example). Please confirm the size & piping material ?	McDade	4" DI to 2" 304 SST Sch 40S tee threaded with one 2" SST ball valve with cam connection for fire hose.	DRK/BB	Clarify 4" transition to 2" feed to 2" ball valve.	
100	2	MPC	Dwg C112	7/11/2023	Sect 3 shows the Effluent piping from BNR's 4 & 5 to Clarifiers. The yard piping is called out as 20". However, the Effluent from BNR's states 24" & the Clarifier Influent shows 24". What is the correct pipe size ?	McDade	The effluent to BNR's is 24".	DRK/BB	Sketch to follow, 24" downstream of 2-0" gate valve at RAS-Eff tee.	
101	2	MPC	Stainless Pipe	7/11/2023	No stainless steel specifications, confirm air piping (3"/4") material.	WS	Air piping shall be 4" 316 Sch 10S, flange or welded ends.	DRK/M&H		
102	3	Electrical	Dwg E204-1	7/11/2023	Confirm spacing of the VFDs within the existing RAS/WAS pump room due existing piping locations. The code requires 42" of unobstructed space in front of each panel.	WS	Piping in existing RAS/WAS building will be removed as part of this project. This will be shown in 100% drawings.	AB	Piping in existing RAS/WAS Building will be removed as part of this project. This will be shown in 100% DWG's	
103	2	MPC	Restrants	7/12/2023	The specifications call for all piping to be mechanically restrained. Please confirm.	WS	No mechanical restraints are necessary for gravity piping systems.	DRK/BB	Email 7/12/2023	
104	3	MPC	Dwg S530-8	7/12/2023	Window Schedule calls for one white and one green window. Is this correct?	WS	Both are to be white framed windows.	DRK	Both are to be white framed windows.	
105	2	MPC	Dwg C108	7/12/2023	Drawing C108 shows stairs between Clarifiers 4 and 5 M314-1 does not. Please indicate which is correct	WS	Stairs shall only be placed on the south end of clarifier 5. Full diameter walkways will be provided by the clarifier equipment supplier. Walkways will be furnished and installed from clarifier 5 to clarifier 4, and clarifier 4 to existing BNR 3 with stairs to accommodate elevation differential.	AB		
106	2	MPC	Dwg S555	7/12/2023	Drawing includes bollard details but bollards do not show on any other drawings. Please indicate locations of bollards.	WS	There will be a breakout bollard cost included in the bid manual to establish a unit cost and budget.	AB		

CITY OF DeLand
Wiley M. Nash WRF Upgrades
Bid Questions

Project: City of DeLand Wiley M. Nash WRF Upgrade						Date Submitted: 08/09/2023				
Phase: Bidding										
Architect/Engineer: Mead & Hunt										
Key No.	Addendum	Document Reference	Document Location	Comment Received	Review Comments	Question By	Response to Comment	Response By	Engineer/Owner Confirmation	Addendum Response
107	3	Submersible Pumps	Backwash PS	7/13/2023	Regarding the Backwash Relief PS that was added to the submersible pump bid package in addendum 1: o Please confirm this station is only required to be a simplex arrangement and not duplex. o What is the depth of this pump station? o Please confirm the requirement for H2O loading on the access hatch. Also confirm if a safety grate required for fall protection. o Who is responsible for providing the controls for this station and where are those specifications? I don't see any details or references in the project documents other than sheet C501. o Please confirm the power available for this station. Sheet C501 note 1 indicates 1/230v, but 3-phase would be preferred and I would expect it to be available. I am unable to locate this pump station on the single line diagrams in the electrical sheets.	Hydra/ABS	o It will be a simplex station o Assume the pump station is 8 feet in depth. o Hatch is to be H-20 rated, and the integral safety grate is required. o Control panel for this station is to be furnished by the pump supplier. o Quote this pump as 1/230V.	AB/M&H	o It will be a simplex station o Assume the pump station is 8 feet in depth. o Hatch is to be H-20 rated, and the integral safety grate is required. o Control panel for this station is included by the pump supplier. o Quote this pump as 1/230V. More details to be provided at 100%	
108	3	Submersible Pumps	East PS	7/13/2023	The flow & head listed on M001 for the master lift station pumps do not agree with the specifications. Please review & advise.	Hydra/ABS	Bidder is to quote what is shown in the Contract Specifications.	AB/M&H	This will be revised and updated in the 100% DWG's	
109	3	Vertical Turbine	Effluent PS	7/13/2023	The flow & head listed on M001 for the effluent transfer pumps do not agree with the specifications. Please review & advise.	Hydra/ABS	Bidder is to quote what is shown in the Contract Specifications.	AB/M&H	This will be revised and updated in the 100% DWG's	
110	3	Pumps	Section 331011	7/13/2023	Paragraph 3.04.E.3.a – Please delete the requirement to measure efficiency during the field testing. This is not common. Efficiency is measured during factory certified performance testing, not field testing	Hydra/ABS	Section to be deleted. Please see revised spec 33 10 11.	M&H	Section to be deleted, please see revised spec 33 10 11	
111	3	Submersible Pumps	East PS	7/13/2023	Section 33 32 20 – The pump data table in 2.02.A, note 2, says the VFDs are to be provided by the pump supplier. I believe this is incorrect, the VFDs for the influent pumps are integral to MCC J as shown on E013. Please review & advise.	Hydra/ABS	Pumps are to be VFD driven. Stand-alone VFD are to be furnished and installed by the electrician.	M&H	Discussed response in a meeting with KSK on Friday 7/21/23.	
112	3	Vertical Turbine Pumps	Effluent PS	7/13/2023	Sheet E016 shows the effluent transfer pumps 4 & 5 as 30hp, constant speed. Per pump spec 33 11 21 they are 100hp and variable speed. The vertical turbine bid package also includes a line item for the VFDs. Please review & advise	Hydra/ABS	Pumps are to be 100 hp, and will stand-alone soft starts. Soft starts will be stand-alone furnished and installed by the electrician.	M&H	Discussed response in a meeting with KSK on Friday 7/21/23.	

City of DeLand

Public Services Campus Improvements

Constructability and Value Engineering Comments

Project: DeLand WRF Expansion					Date Submitted: PDR 08/08/2022, Final 9/29/2022, 30- 10/26/2022, 60-01/13/2023		
Design Phase: Preliminary Design Report/30/60 Percent Deliverable					Date Reviewed: PDR 08/15/2022, Final 10/4/2022, 30- 11/4/2022, 60 -02/02/2023		
Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
Comm. #	Document Reference	Comment Location	Review Comments	Reviewer	Response to Comment	Action on Documents	Action/Resolution
1	PDR	Table 1-1 - Page 10	Not expected to have a nitrogen limit?	dkreidler			
2	PDR	Table 1-1 - Page 10	Not expected to be high level disinfection for reclaimed system only surface water?	dkreidler			
3	PDR	Table 1-1 - Page 10	Similar to chlorine residual question - no high level disinfection? Not expected to go enterococci?	dkreidler			
4	PDR	Table 1-1 - Page 10	No table for the public access reclaimed water effluent?	dkreidler			
5	PDR	Section 2.1 - Page 11	Confirm this is correct - 38,140 * 225 is 8.5 MGD in the last sentence of the last paragraph of this section?	dkreidler			
6	PDR	Figure 2-1 - Page 13	Reason for high peak day flows shown?	dkreidler			
7	PDR	Figure 2-1 - Page 13	Is the Class 1 reliability impact defined?	dkreidler			
8	PDR	Section 2.2 - Page 13	What level of treatment reliability? Which units the new or existing?	dkreidler			
9	PDR	Table 3-2 - Page 14	No effluent limit for TKN recommend eliminating.	dkreidler			
10	PDR	Table 3-2 - Page 14	Need to show species of nitrogen? Usually on TN for effluent limit - somewhat confusing - may want to mention what TKN includes if you keep it this way.	dkreidler			
11	PDR	Table 3-3 - Page 15	Existing filters meet - why upgrading? Based on text they are designed for 10/20 mgd - revise filter design to match?	dkreidler			
12	PDR	Table 3-3 - Page 16	Effluent pump capacities exceed downstream PHF design, available gravity feed to pond?	dkreidler			
13	PDR	Section 3.3 - Page 16	Class I reliability requirements discussed later in the report?	dkreidler			
14	PDR	Figure 3-1 - Page 18	Will additional roadways be added to access around new clarifiers and oxidation ditches?	dkreidler			
15	PDR	Figure 3-1 - Page 18	Will major yard piping layout be provided?	dkreidler			
16	PDR	Figure 3-1 - Page 18	If UV is selected, site be updated to show only the UV system for disinfection and electrical needs?	dkreidler			
17	PDR	Figure 3-2 - Page 19	Where is influent sampling going to be for the updated facility? Multiple locations?	dkreidler			
18	PDR	Figure 3-2 - Page 19	Primary clarifier is the hydrogritter?	dkreidler			
19	PDR	Figure 3-2 - Page 19	Where is the effluent pump station on the site showing the jockey/booster pumps - seems like three reuse/outfall stations labeled.	dkreidler			
20	PDR	Figure 3-2 - Page 19	Will new effluent transfer pump station after dechlorination tie into north reuse pump station?	dkreidler			
21	PDR	Figure 3-2 - Page 19	Will the south reuse pump station connect to the reclaimed water system?	dkreidler			
22	PDR	Section 3.5 - Page 20	3rd paragraph, last sentence, does the City see this amount of grit from the process?	dkreidler			
23	PDR	Section 3.5 - Page 20	Last sentence, Modification of the discharge piping to new grit unit - no hydraulic head issues for existing pumps?	dkreidler			
24	PDR	Figure 3-5 - Page 23	Passive bypass through the screen unit and channel to the new PS wetwell?	dkreidler			
25	PDR	Figure 3-5 - Page 23	Can a gate valve be used at the dead end header tee?	dkreidler			
26	PDR	Figure 3-5 - Page 23	Does City have adequate access to maintain pumps in the wetwell?	dkreidler			
27	PDR	Figure 3-5 - Page 23	No cover for dumpster - assume pad with drain?	dkreidler			
28	PDR	Figure 3-6 - Page 24	Provide passive gravity overflow into wetwell?	dkreidler			
29	PDR	Figure 3-6 - Page 24	Use blind flange on dead end tee?	dkreidler			
30	PDR	Figure 3-6 - Page 24	Will the wet well water levels produce significant splashing and H2S potential?	dkreidler			
31	PDR	Figure 3-6 - Page 24	Have the anticipated hydraulics of this system been developed?	dkreidler			
32	PDR	Figure 3-6 - Page 24	Pump off and operating levels confirmed?	dkreidler			
33	PDR	Figure 3-6 - Page 24	Future means to bypass the wet well for maintenance identified?	dkreidler			
34	PDR	Figure 3-6 - Page 24	All flows are pumped to the site? Screens are not feed by significant offsite gravity flows?	dkreidler			
35	PDR	Section 3.6.2.2 - Page 28	What is the procedure to maintain the tail water condition for the screen hydraulics?	dkreidler			
36	PDR	Section 3.6.3.1 - Page 28	The 15-minute time frame is based from high alarm condition?	dkreidler			
37	PDR	Section 3.6.3.1 - Page 28	Don't understand minimal filling time requirement. What is this based on?	dkreidler			
38	PDR	Section 3.6.3.1 - Page 28	What is City recommended coating standard?	dkreidler			
39	PDR	Section 3.6.3.1 - Page 28	What is pump off/working volume?	dkreidler			
40	PDR	Section 3.6.3.2 - Page 28	24-inch diameter is shown in figures not 30-inch per the text, confirm.	dkreidler			
41	PDR	Section 3.6.4 - Page 28	Air changes is based on 10 states? Should define the acronym.	dkreidler			
42	PDR	Section 3.6.5 - Page 29	Class 1, Division 1, Group D required at the station but not in the building?	dkreidler			
43	PDR	Table 3.6- Page 30	Is a yard piping plan available?	dkreidler			
44	PDR	Table 3.6- Page 30	Are coating/painting costs included?	dkreidler			
45	PDR	Table 3.6- Page 30	What is typically required for foundation/subsurface improvements?	dkreidler			
46	PDR	Table 3.6- Page 30	Is the building included within this cost?	dkreidler			
47	PDR	Section 3.6.5 - Page 30	Not based on table 3-3, confirm capacity. Why larger than the proposed expansion?	dkreidler			
48	PDR	Section 3.6.5 - Page 30	Piping is shown as 24-inch in figures, confirm.	dkreidler			
49	PDR	Section 3.7.1 - Page 31	Doesn't match the data in 3.7 - unit only design for 8 and 16 mgd?	dkreidler			
50	PDR	Section 3.7.1 - Page 31	Thought the standard was a diameter of 12-feet?	dkreidler			
51	PDR	Section 3.7.1 - Page 31	Is this based on target grit removal for the facility? Proposal indicates at AADF in appendix.	dkreidler			
52	PDR	Table 3.7- Page 31	Designed to install this many units? Would the larger diameter reduce the number and height of the structure? Potential VE modification to the system per manufacturer email on page 99 of pdf?	dkreidler			
53	PDR	Figure 3-11 - Page 33	Issues with grit settling in this channel? Adequate flow split between units? CFD model of the structure?	dkreidler			
54	PDR	Figure 3-11 - Page 33	Will the grit system be pumped? Where are the pumps, if so?	dkreidler			
55	PDR	Figure 3-11 - Page 33	Assume future piping will be installed but flanged off for the ditches?	dkreidler			
56	PDR	Figure 3-11 - Page 33	Is this grit structure effluent gate necessary based on the downstream hydraulics? It should not back feed into the units	dkreidler			
57	PDR	Figure 3-11 - Page 33	Is a separate splitter for 1&2? Will splitter cause splashing and H2S issues?	dkreidler			
58	PDR	Figure 3-11 - Page 33	Does not seem like enough room to install weir gates - also a bottle neck for the flow to reach the full weir length	dkreidler			
59	PDR	Figure 3-11 - Page 33	What is height of the weir to discharge to each of the ditches/existing units?	dkreidler			
60	PDR	Table 3-8 - Page 34	Not sure you can operate at different water elevations on the upstream of the gate. May need gates to proportionally split the flow?	dkreidler			
61	PDR	Section 3.7.2 - Page 34	What type of flow meter - magnetic in-line? What will be use to balance flows?	dkreidler			
62	PDR	Section 3.7.2 - Page 34	Where is the RAS added?	dkreidler			
63	PDR	Table 3-10 - Page 35	Will this structure include a specialty coating system as well?	dkreidler			
64	PDR	Figure 3-12 - Page 37	Will now gravity feed from the new grit unit?	dkreidler			
65	PDR	Figure 3-12 - Page 37	Assume flow meter from RAS station to each unit to measure flows?	dkreidler			
66	PDR	Figure 3-12 - Page 37	How are flows balanced?	dkreidler			
67	PDR	Figure 3-12 - Page 37	North is correct for train 3 only - confirm?	dkreidler			
68	PDR	Table 3-12 - Page 38	Does the City see this transfer rate on the existing units?	dkreidler			

City of DeLand
Public Services Campus Improvements
Constructability and Value Engineering Comments

Project: DeLand WRF Expansion					Date Submitted: PDR 08/08/2022, Final 9/29/2022, 30- 10/26/2022, 60-01/13/2023		
Design Phase: Preliminary Design Report/30/60 Percent Deliverable					Date Reviewed: PDR 08/15/2022, Final 10/4/2022, 30- 11/4/2022, 60 -02/02/2023		
Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
Comm. #	Document Reference	Comment Location	Review Comments	Reviewer	Response to Comment	Action on Documents	Action/Resolution
69	PDR	Table 3-12 - Page 38	Could increase both temperatures by 5 degrees C.	dkreidler			
70	PDR	Section 3.8.1 - Page 38	Units on VFD? Any control upgrades for treatment on the existing units?	dkreidler			
71	PDR	Section 3.8.1 - Page 38	How does unit control air in the basin to maintain anoxic conditions?	dkreidler			
72	PDR	Figure 3-13 - Page 39	How is RAS split between both ditches and mixing is in the basin?	dkreidler			
73	PDR	Figure 3-13 - Page 39	Location and design of re-aeration blowers, hp of motors?	dkreidler			
74	PDR	Table 3-13 - Page 40	Why is temperature different from table 3-12?	dkreidler			
75	PDR	Section 3.8.2.1 - Page 41	Is Biowin model going to be updated for the 4-stage unit? Is it going to be used to confirm the existing basin upgrades?	dkreidler			
76	PDR	Section 3.8.2.1 - Page 41	Need to update table 3.12?	dkreidler			
77	PDR	Section 3.8.2.1 - Page 42	Last paragraph, confusing sentence, please clarify	dkreidler			
78	PDR	Table 3.16 - Page 43	Any concrete coatings or specialty painting?	dkreidler			
79	PDR	Table 3.16 - Page 43	Is new alum system cost included? Any information available for the new ditches?	dkreidler			
80	PDR	Section 3.9.1 - Page 44	Will this be too much RAS returning to each unit? Can it be turned down for the lower flow conditions?	dkreidler			
81	PDR	Section 3.9.2 - Page 44	What are the class 1 reliability requirements?	dkreidler			
82	PDR	Section 3.9.2 - Page 45	Total between new and existing RAS is 8 + 8 mgd? Ovivo design calls for 6.25 mgd (peak)?	dkreidler			
83	PDR	Section 3.9.2 - Page 45	How is RAS split between both ditches?	dkreidler			
84	PDR	Figure 3-15 - Page 47	How are flows split to the clarifiers from the Ditches?	dkreidler			
85	PDR	Figure 3-15 - Page 47	Why is effluent pipe larger than influent pipe diameter?	dkreidler			
86	PDR	Figure 3-15 - Page 47	How will RAS withdraw and split to the BNR basins work?	dkreidler			
87	PDR	Figure 3-15 - Page 47	Difficult to access bypass valve - City has access to RAS and WAS pumps for maintenance?	dkreidler			
88	PDR	Figure 3-15 - Page 47	Bypass scum to drain if pump is down?	dkreidler			
89	PDR	Figure 3-15 - Page 47	effluent isolation and drain valves not shown?	dkreidler			
90	PDR	Table 3-18 - Page 48	Cost indicates for two 70' diameter clarifier mechanisms.	dkreidler			
91	PDR	Section 3.10 - Page 48	First paragraph, Is there a connection point to filters that can be isolated?	dkreidler			
92	PDR	Section 3.10 - Page 48	Second paragraph, Is continuous monitoring TSS or turbidity?	dkreidler			
93	PDR	Section 3.10 - Page 49	Is the square feet amount for one filter or all three?	dkreidler			
94	PDR	Section 3.10.1 - Page 49	Is it possible to evaluate and re-rate at this flow rate?	dkreidler			
95	PDR	Figure 3-16 - Page 50	Location for new clarifier effluent tie-in location is on the north side of the structure?	dkreidler			
96	PDR	Figure 3-16 - Page 50	No other improvements to the filters?	dkreidler			
97	PDR	Figure 3-18 - Page 53	Other options besides FRP covers for the CCT?	dkreidler			
98	PDR	Table 3-20 - Page 54	No concrete structure coatings?	dkreidler			
99	PDR	Table 3-20 - Page 54	Need tie-ins on effluent for UV?	dkreidler			
100	PDR	Table 3-21 - Page 55	Confirmed by manufacturer - noticed lower UVTs?	dkreidler			
101	PDR	Section 3.11.2 - Page 56	Costs include manhours for work on UV system? Trojan email indicates other items such as routine maintenance of unit and "ActClean WW" is this included as well?	dkreidler			
102	PDR	Table 3-22 - Page 56	Bypassing or maintenance of the process during construction activity costs?	dkreidler			
103	PDR	Table 3-22 - Page 56	Does this include the walkable covers?	dkreidler			
104	PDR	Table 3-22 - Page 56	Does not include the roofing structure?	dkreidler			
105	PDR	Table 3-22 - Page 56	Mag meter for effluent station?	dkreidler			
106	PDR	Table 3-22 - Page 56	Only two effluent pumps shown, confirm	dkreidler			
107	PDR	Figure 3-19 - Page 57	Can one channel be removed and the CCT process still process wastewater?	dkreidler			
108	PDR	Figure 3-19 - Page 57	Need roofing system and walkable covers?	dkreidler			
109	PDR	Figure 3-19 - Page 57	How is tail water condition maintained?	dkreidler			
110	PDR	Figure 3-19 - Page 57	How is effluent pump connected into system - bypass or shut down required?	dkreidler			
111	PDR	Table 3-23 - Page 58	Chlorine O&M costs include the chemical costs to purchase?	dkreidler			
112	PDR	Section 3.13 - Page 60	Do not need to modify for wet weather discharge?	dkreidler			
113	PDR	Section 5.1.4 - Page 62	Is this correct, will be updated in the revised design?	dkreidler			
114	PDR	Table 5-1 - Page 63	Pretreatment Structure = New Grit Structure/Unit?	dkreidler			
115	PDR	Section 5.2 - Page 63	Is last sentence of second paragraph complete?	dkreidler			
116	PDR	Section 5.2 - Page 64	Two electrical buildings? Was the additional electrical building included in the UV costs?	dkreidler			
117	PDR	Table 5-2 - Page 65	Cost include the one building or includes the two buildings for UV?	dkreidler			
118	PDR	Table 5-2 - Page 65	Assume this includes additional money for Duke's primary modifications on the site?	dkreidler			
119	PDR	Table 6-1 - Page 67	Do the costs include yard piping modifications?	dkreidler			
120	PDR	Table 6-1 - Page 67	Should we consider the foundation work as an allowance? Does this include all the structures?	dkreidler			
121	PDR	Table 6-1 - Page 67	Disinfection is incorrectly spelled.	dkreidler			
122	PDR	General	Will need a yard piping drawing showing proposed alignments. Will need a facility hydraulic profile of the improvements. Can an electrical single line be developed?	dkreidler			
123	Final PDR	Figure 3-6 - Page 25	Issues with screen material pipe clogging? If clogging does occur both screens will be out of service. Will gate valves work on this solids carrying line?	dkreidler			
124	Final PDR	Figure 3-12 - Page 35	Will need to add piping to extend past the grit classifier pad for future expansion work. Potentially add piping for trains 4 and 5 at the future location and make the future trains have "future splitter box" with a knock out wall.	dkreidler			
125	Final PDR	Figure 3-13 - Page 39	How will the City control air into the existing Carrousel basins?	dkreidler			
126	Final PDR	Section 3.10.2 - Page 49	What are the class 1 reliability requirements for the new clarifiers?	dkreidler			
127	Final PDR	Figure 3-15 - Page 50	Need valves on effluent piping of each clarifier for isolation?	dkreidler			
128	Final PDR	Figure 3-16 - Page 51	Need flow meters and valves to control RAS from each clarifier and to each BNR?	dkreidler			
129	Final PDR	Figure 5-1 - Page 70	Provide label for structure 730.	dkreidler			
130	Final PDR	Section 5	No reference to the electrical master plan in the text?	dkreidler			

City of DeLand

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Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
Comm. #	Document Reference	Comment Location	Review Comments	Reviewer	Response to Comment	Action on Documents	Action/Resolution
131	30 Percent Dwgs	G001	Remove "Bid #" reference - CMAR will bid the documents and this is not necessary.	dkreidler			
132	30 Percent Dwgs	G004	What flow conditions are the elevations based on?	dkreidler			
133	30 Percent Dwgs	G004	Are all the elevations based on the 1988 (NAVD88) datum per the survey notes?	dkreidler			
134	30 Percent Dwgs	G004	Are both callouts for the liquid level in the existing aeration basin? What is the launder effluent level?	dkreidler			
135	30 Percent Dwgs	G005	Where is the existing grade shown?	dkreidler			
136	30 Percent Dwgs	G005	What flow conditions are the elevations based on?	dkreidler			
137	30 Percent Dwgs	G005	Existing west pumps are adequate with the new change in head conditions?	dkreidler			
			Where is the proposed grade for the new structures?	dkreidler			
138	30 Percent Dwgs	G005	Significant splashing at the splitter box locations to each train. Will be a major odor and corrosion concern for each box. Is a control system proposed to mitigate this potential issue?	dkreidler			
139	30 Percent Dwgs	G005	The elevations in each splitter box will be different to each existing and proposed trains. Correct to show both and confirm liquid levels will not drop below top of pipe in the box.	dkreidler			
140	30 Percent Dwgs	G005	Show existing structures different than the proposed structures.	dkreidler			
141	30 Percent Dwgs	G005	Modifying the weirs in the filters - will this impact the original process design?	dkreidler			
142	30 Percent Dwgs	C021	Coordinate all trees impacted with construction including yard piping installation and existing demolition.	dkreidler			
			Confirm the size of the historical tree barricade based on the City requirements as this area may impact structure installation and we may need a variance. Coordinate tree removal with the demolition plan.	dkreidler			
143	30 Percent Dwgs	C021		dkreidler			
144	30 Percent Dwgs	C103	Note 6 - similar comment to SWPPP sheet.	dkreidler			
145	30 Percent Dwgs	C103	Note 14 - Materials in this area are to be disposed of during construction?	dkreidler			
146	30 Percent Dwgs	C103	Note 15 - Are wells in the project area to be demolished?	dkreidler			
147	30 Percent Dwgs	C103	Do buildings north of the historical trees get removed as well?	dkreidler			
148	30 Percent Dwgs	C103	Demolition legend - This erosion control/tree protection shown on the SWPPP sheet?	dkreidler			
149	30 Percent Dwgs	C103	Does this storage area in the center of the site get removed?	dkreidler			
150	30 Percent Dwgs	C103	Are utilities demolished out of the police evidence and vac truck buildings?	dkreidler			
151	30 Percent Dwgs	C103	Does the OH electrical remain?	dkreidler			
152	30 Percent Dwgs	C103	Coordinate the tree removal effort with all work.	dkreidler			
153	30 Percent Dwgs	C103	Lift station at east of pond remain and capping demolished drain lines?	dkreidler			
154	30 Percent Dwgs	C103	Fence to be removed within area in the middle of the project area?	dkreidler			
155	30 Percent Dwgs	C104	Coordinate tree protection areas with proposed items to be constructed in the project?	dkreidler			
			Typically, want N/E points shown on opposite sides of structures to define orientation as well as placement. More points will be needed to layout the roadway and parking areas.	dkreidler			
156	30 Percent Dwgs	C105		dkreidler			
157	30 Percent Dwgs	C106	Is this sheet a duplicate of C107?	dkreidler			
158	30 Percent Dwgs	C107	Fitting on as-builts between train 1 and 2 influent piping was shown as a cross with a blind flange - Confirm?	dkreidler			
159	30 Percent Dwgs	C108	Clarifier effluent sized and provide for future train connection?	dkreidler			
160	30 Percent Dwgs	C108	Demolition of the stairs at trains 1 and 2 to gain access to influent piping - concrete at this location for demolition?	dkreidler			
161	30 Percent Dwgs	C108	Will need to relocate piping crossing the pond bank further inland away from the berm for the proposed pipes, otherwise significant shoring effort needed.	dkreidler			
162	30 Percent Dwgs	C108	Connection into the secondary effluent wye - is a valve available?	dkreidler			
163	30 Percent Dwgs	C108	Connect new 8-inch WAS into the existing piping and eliminate the proposed 8-inch WAS run to the sludge holding area.	dkreidler			
164	30 Percent Dwgs	C108	Similar comment to coordinate the tree removal and demolition scope with the proposed piping and overall construction effort.	dkreidler			
165	30 Percent Dwgs	C108	Confirm pipe size on clarifier influent is adequate for PHF plus the RAS. Confirm flow split with the valves if one aeration basin is down.	dkreidler			
166	30 Percent Dwgs	C108	Coordinate the alignment of the new alum piping with existing conditions. Extended length of alum piping acceptable to the Owner? Will pipe need to be flushed after use?	dkreidler			
167	30 Percent Dwgs	C108	Connect the new force main at train 3 only and abandon second run to Train 1 and 2 as well as eliminate the new FM piping from Train 1 and 2.	dkreidler			
168	30 Percent Dwgs	C108	Remove weir boxes on west side of splitter structure and provide for future. Design one headcell per Moss Kelly email.	dkreidler			
			Remove SS overflow piping, remove east pump station with elevated grit structure. Provide passive overflow through elevated structure, move screens to prior grit system.				
169	30 Percent Dwgs	C108	Combine force mains into a common location and provide influent flow meter station prior to elevated structure.	dkreidler			
170	30 Percent Dwgs	C109	Why is scale not 1:20 to match the other sheets?	dkreidler			
171	30 Percent Dwgs	C109	Need details on connection on existing system at the different yard piping locations shown.	dkreidler			
172	30 Percent Dwgs	C110	Piping shown along Garfield Ave is not part of the project construction?	dkreidler			
173	30 Percent Dwgs	C111	Different scale is shown on this sheet, why?	dkreidler			
174	30 Percent Dwgs	C111	Provide details of the swale repair as part of pipe crossing design.	dkreidler			
175	30 Percent Dwgs	C112	Influent to clarifier valves are plug valves?	dkreidler			
176	30 Percent Dwgs	C112	Rectangle shown on the west end of the new oxidation ditch trains is the re-aeration blower pad?	dkreidler			
177	30 Percent Dwgs	C112	Delineate the limits of the construction for the off-site force mains.	dkreidler			
178	30 Percent Dwgs	C112	On the east side of the oxidation ditches for the new trains shown as a tee and plug? What are they needed for? Will valves be needed at all these connection points?	dkreidler			
179	30 Percent Dwgs	C112	The sludge line on the east side of the oxidation ditches reduces from 24" to 20" pipe, why?	dkreidler			
180	30 Percent Dwgs	C113	Is C113 a duplicate of C112 but at a different scale?	dkreidler			
181	30 Percent Dwgs	C117	Re-paving of the areas impacted by the gravity bypass?	dkreidler			
182	30 Percent Dwgs	C117	Will the new roadway have curbing?	dkreidler			
183	30 Percent Dwgs	C117	Need curb or wheel stops at parking areas?	dkreidler			
184	30 Percent Dwgs	C117	Is the proposed connection at the southern roadway a paved road?	dkreidler			
185	30 Percent Dwgs	C117	No stabilization or sidewalks around the new tanks identified?	dkreidler			
186	30 Percent Dwgs	C117	NPDES Notes should be on the SWPPP drawing?	dkreidler			
187	30 Percent Dwgs	C117	Re-paving roadway on east of pond after pipe modifications?	dkreidler			
188	30 Percent Dwgs	C117	Update the data in the notes on this sheet.	dkreidler			
189	30 Percent Dwgs	C601	Does City want to fence in the new south property as part of this project?	dkreidler			
190	30 Percent Dwgs	S002	All stairs and walkways to be delegated submittals? Does this include grating above structures?	dkreidler			

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Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
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191	30 Percent Dwgs	S002	Does City provide the inspection and testing effort at the level identified in the notes?	dkreidler			
192	30 Percent Dwgs	S003	Is special testing and inspection required for this project?	dkreidler			
193	30 Percent Dwgs	S007	Eliminate sheet.	dkreidler			
194	30 Percent Dwgs	S010	Eliminate references to snow loads.	dkreidler			
195	30 Percent Dwgs	M110-1	No separation of the wet well? Can walls be squared instead of the angle walls? Is the channels for the screen adequate for future expansion?	dkreidler			
196	30 Percent Dwgs	M110-2	Adequate spacing and areas to access and pull the submersible pumps?	dkreidler			
197	30 Percent Dwgs	M110-2	Ductile iron piping is proposed for the screened materials? What is the proposed lining - glass/epoxy? Concerns with valve placement and clogging of the unused branch? Will gate valves work with this solids media?	dkreidler			
198	30 Percent Dwgs	M110-2	The overflow connects into an existing 24-inch gravity pipe, does this existing system have adequate capacity?	dkreidler			
199	30 Percent Dwgs	M110-3	Section 3 and 4 - identify grout to slope to the pump intakes?	dkreidler			
200	30 Percent Dwgs	M110-3	No bypass or isolation for the flow meter?	dkreidler			
201	30 Percent Dwgs	M110-3	In section 4, is the wetwell access ladder proposed to be FRP? Not typical for access to wetwell.	dkreidler			
202	30 Percent Dwgs	M110-3	What will be the protective coating required for this structure?	dkreidler			
203	30 Percent Dwgs	M110-3	For the screening material piping - is a long radius 90 bend required into the compactor?	dkreidler			
204	30 Percent Dwgs	M120-2	Extend piping from boxes 6 and 7 past the grit classifier for future extension without undermining the structure	dkreidler			
205	30 Percent Dwgs	M120-2	Is the grit collection flumes layout correct per the manufacturer?	dkreidler			
206	30 Percent Dwgs	M120-2	Why is a slide gate provided on the effluent of the grit collection system?	dkreidler			
207	30 Percent Dwgs	M120-2	Does the center gate have the ability to passively overflow downstream?	dkreidler			
208	30 Percent Dwgs	M120-3	Concern with splashing on the influent channel with position of the influent piping? Based on the hydraulic profile the pipe will not be a full pipe - top is 46.08 - liquid at 45.50	dkreidler			
209	30 Percent Dwgs	M120-3	How will the flow split work on the weir gates for each downstream train? Each gate will be motorized, need to include future gates now?	dkreidler			
210	30 Percent Dwgs	M120-3	Can we use the existing flow meters for train 1 through 3.	dkreidler			
211	30 Percent Dwgs	M120-3	Where is the influent sample point going to be located?	dkreidler			
212	30 Percent Dwgs	M120-4	Confirm weir gates can be mounted on the downstream of the weir wall, seems incorrect based on typical weir wall section.	dkreidler			
213	30 Percent Dwgs	M120-4	Grit flushing and scum removal systems to be provided? Adequate room to install grit pumps, piping, valves and flushing? How does each unit drain?	dkreidler			
214	30 Percent Dwgs	M120-4	Intent for the structure cover? Odor control piping to be included as well?	dkreidler			
215	30 Percent Dwgs	M314-1	No bridge or stairway access is shown. Provide at 60 percent - will this be a delegated design?	dkreidler			
216	30 Percent Dwgs	M314-1	Clarifier access walkway - does it need to extend to the alternate side of the clarifier from center?	dkreidler			
217	30 Percent Dwgs	M314-1	No isolation provided for either clarifier effluent?	dkreidler			
218	30 Percent Dwgs	M314-1	Coordinate the influent valves with the yard piping - are these valves necessary?	dkreidler			
219	30 Percent Dwgs	M314-2	Effluent piping shown in the clarifier is not correct - revise.	dkreidler			
220	30 Percent Dwgs	M314-2	Coordinate location of flushing piping and supports for the scum system.	dkreidler			
221	30 Percent Dwgs	M314-4	Spacing is two tight for pump stations - no room for electrical, access for maintenance will be difficult.	dkreidler			
222	30 Percent Dwgs	M314-4	How is the RAS balanced between the to aeration basins?	dkreidler			
223	30 Percent Dwgs	M314-4	What is the 6" RAS line? Is this for draining and where is routed and discharging to?	dkreidler			
224	30 Percent Dwgs	M314-5	Section 6 - Elevation callouts do not match the profile - confirm.	dkreidler			
225	30 Percent Dwgs	M314-5	Section 6 - effluent piping will not be a full pipe, confirm hydraulics. Potential need for launder drop box.	dkreidler			
226	30 Percent Dwgs	M314-7	Why is the drain piping so large? Where does this piping discharge?	dkreidler			
227	30 Percent Dwgs	M314-9	Confirm slab elevations of the pump station with the field grades in the area.	dkreidler			
228	30 Percent Dwgs	M530-1	Do existing individual CCT channels have isolation available on influent and effluent? Can City maintain operations with just one channel?	dkreidler			
229	30 Percent Dwgs	M530-1	Will the units be covered and/or enclosed? Will electrical components be under cover?	dkreidler			
230	30 Percent Dwgs	M530-1	New effluent pump station will need to be installed while existing is in service?	dkreidler			
231	30 Percent Dwgs	M530-1	Why not modify the existing channel walls to provide the weir needed for the new UV system?	dkreidler			
232	30 Percent Dwgs	M530-2	Channel modifications to include drains? Effluent weir adequate for peak flows with one unit out of service?	dkreidler			
233	30 Percent Dwgs	E002	Does the electrical demolition include removal of the overhead power to the existing buildings?	dkreidler			
234	30 Percent Dwgs	E003	UV generator was not included in PDR estimate, Confirm activities in this location - not indicated in the final PDR document.	dkreidler			
235	30 Percent Dwgs	E003	Confirm overhead primary routing with Duke Energy - originally discussed as underground routing.	dkreidler			
236	30 Percent Dwgs	E003	Underground conduits from the proposed electrical building will impact the historical tree - review and reroute.	dkreidler			
237	30 Percent Dwgs	E011	Any of these existing electrical gear to be replaced as part of the Electrical Master Plan results?	dkreidler			
238	30 Percent Dwgs	E013	Are the gates for splitter 5 and 6 to be part of the future expansions?	dkreidler			
239	30 Percent Dwgs	E014/015	Third aerator is 75 Hp confirm this correct, PDR indicates three 100 Hp aerators	dkreidler			
240	30 Percent Dwgs	E900-1	Is this going to be a sub-mounted fuel tank to the generator? Will this require walkways and stairs - adequate spacing available?	dkreidler			
241	30 Percent Dwgs	E900-1	Verify the width of the electrical gear - depth seems small compared to other recent gear line up	dkreidler			
242	30 Percent Dwgs	E900-1	Clearance available from the west wall to the proposed MCC?	dkreidler			
243	30 Percent Dwgs	E900-1	Are the VFDs included in each MCC line up?	dkreidler			
244	30 Percent Dwgs	E900-1	Are vendor panels going to be included in this building?	dkreidler			
245	30 Percent Dwgs	I002	Is this sheet necessary?	dkreidler			
246	30 Percent Dwgs	I003	Show what is in the work and what is not - differentiate between existing and proposed?	dkreidler			
247	30 Percent Dwgs	I110	Need more level information for the screens - level float?	dkreidler			
248	30 Percent Dwgs	I120	Where is sampling?	dkreidler			
249	30 Percent Dwgs	I120	Need to monitor level here or need an alarm float in the grit influent channel?	dkreidler			
250	30 Percent Dwgs	I120	Confirm gates to BNRs only need to be on/off actuators.	dkreidler			
251	30 Percent Dwgs	I120	Mechanical shows flow meters on the existing train pipes - confirm.	dkreidler			
251	30 Percent Dwgs	I214/215	Do we need a motorized gate at this location? What maintains WL in the reaeration basin?	dkreidler			
252	30 Percent Dwgs	I214/215	Why do we need a level indicator in the 2nd anoxic zone? What maintains WL in the reaeration basin?	dkreidler			
253	30 Percent Dwgs	I214	BNR effluent is not connected with the influent pipe, correct?	dkreidler			
254	30 Percent Dwgs	I215	Confirm labeling of flow stream from BNR effluent.	dkreidler			
255	30 Percent Dwgs	I314/315	What is the level indicator for?	dkreidler			

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256	30 Percent Dwgs	I316	What flow is coming from the BNR to the scum suction piping?	dkreidler			
257	30 Percent Dwgs	I316	No flow meter on the RAS to BNR? More valves needed to control flow from each clarifier to each BNR?	dkreidler			
258	30 Percent Dwgs	I316	Does the facility have a septage facility or to biosolids handling, head of the plant? Confirm WAS pipe size.	dkreidler			
259	60 Percent Specs	01 00 00 - Page 6	1.04.B.1 - Need to include materials testing allowance in the cost estimate	dkreidler			
260	60 Percent Specs	01 14 13 - Page 1	Part 1 - Can access to the site be from both Amelia and Garfield? No restrictions noted.	dkreidler			
261	60 Percent Specs	01 30 00 - Page 2	1.12 - No specific restrictions to processes or structures available? Details on the size of bypass pumping needed - PHF with redundancy?	dkreidler			
262	60 Percent Specs	01 31 19 - Page 3	1.02.E.5. - Add Parking as another agenda item	dkreidler			
263	60 Percent Specs	01 35 13 - Page 1	1.01.B. - Equipment is based on contractor equipment or process equipment installed? or occurrences allowed for brief amount of time?	dkreidler			
264	60 Percent Specs	01 35 13 - Page 1	1.03.A. - Any limitations required on shutdown times. Requirements for bypass pumping or temporary pumping?	dkreidler			
265	60 Percent Specs	01 35 13 - Page 2	1.03.E - Are any notations being provided for off-peak connections into the existing pipes?	dkreidler			
266	60 Percent Specs	01 45 29 - Page 1	Part 1 - Any requirements on the testing laboratory?	dkreidler			
267	60 Percent Specs	01 45 29 - Page 3	1.03.A. - Testing quantity seems open ended. Alternative is to provide test results that are satisfactory to the specifications?	dkreidler			
268	60 Percent Specs	01 50 00 - Page 2	2.01 - Is a full time resident going to be on-site - present a office for review prior to finalizing GMP? Some items listed seem outdated.	dkreidler			
269	60 Percent Specs	01 50 00 - Page 4	Provide detail of sign to provide correct information and layout - want to include FDEP and Council members names?	dkreidler			
270	60 Percent Specs	01 57 19 - Page 2	1.05.A. Refer to Section 01 35 13-1.01.B. as these requirements seem greater than the ones specified in this section.	dkreidler			
271	60 Percent Specs	01 60 00 - Page 1	1.02.B. Submittal information will be developed from potentially different GMP approvals by the City. Maybe identify from notice-to-proceed?	dkreidler			
272	60 Percent Specs	01 60 00 - Page 4	1.06.A. Requirement to provide a cover storage for all equipment - seems excessive especially for valving. Suggest proper storage based on manufacturer instructions?	dkreidler			
273	60 Percent Specs	01 60 00 - Page 8	1.11.B. Initial maintenance on equipment to be by the Contractor?	dkreidler			
274	60 Percent Specs	01 71 12 - Page 2	1.03.A. No payment allowed for mobilization - assume not provided as part of a SOV?	dkreidler			
275	60 Percent Specs	01 75 16 - Page 1	3.03 - Limitations on process startup? Requirements of performance prior to obtaining final conditions? Sequencing work with the UV?	dkreidler			
276	60 Percent Specs	01 78 39 - Page 5	1.05.C.13 - Is this supplementary condition section still available as part of the CMAR GCs?	dkreidler			
277	60 Percent Specs	02 25 16 - Page 1	1.01.A. Assume this section is only for modifications at the CCT and effluent station. No other structures are modified as part of the project? Assume reinforcement doweling is in another unreferenced section?	dkreidler			
278	60 Percent Specs	02 41 00 - Page 2	1.02.C. Modification of another utility? No indication in the drawings on this type of work.	dkreidler			
279	60 Percent Specs	02 41 00 - Page 2	1.03.A. - Does this requirement pertain to yard piping or just plumbing within buildings?	dkreidler			
280	60 Percent Specs	02 41 00 - Page 2	1.04.B. - Other materials to be salvaged for the Owner - electrical gear/chemical system equipment/pumps?	dkreidler			
281	60 Percent Specs	02 41 00 - Page 3	1.05.A. Electronic submittals acceptable? Will MOPO coordination be acceptable as well?	dkreidler			
282	60 Percent Specs	02 41 00 - Page 3	1.06 - Minimize site parking impact during construction as well?	dkreidler			
283	60 Percent Specs	02 41 13.23 - Page 1	1.01.A. - Further coordination and definition on the yard piping demolition and connections is still needed for this project.	dkreidler			
284	60 Percent Specs	02 41 13.23 - Page 1	1.03.A. - Not anticipated to have any AC pipe on site?	dkreidler			
285	60 Percent Specs	03 40 00 - Page 5	2.01.E. - Coordinate interior coatings for sanitary sewer service manholes and wet well structures	dkreidler			
286	60 Percent Specs	03 40 00 - Page 7	3.01.D.3/E.2 - Are bricks allowable to the City standards?	dkreidler			
287	60 Percent Specs	03 40 00 - Page 8	3.01.F. - Coordinate coating requirements with 2.01.E.	dkreidler			
288	60 Percent Specs	05 53 00 - Page 1	1.03.A. - Is a signed and sealed engineering submittal needed for this work?	dkreidler			
289	60 Percent Specs	06 80 00 - Page 1	Part 1 - Where is this product being used on this project?	dkreidler			
290	60 Percent Specs	08 11 16 - Page 2	2.01.B.1.a. Is this louver needed for the electrical room as this will be climate controlled?	dkreidler			
291	60 Percent Specs	08 81 00 - Page 1	Part 1 - Are the glazings only part of the doors?	dkreidler			
292	60 Percent Specs	08 91 19 - Page 1	Part 1 - Where are the fixed louvers required on this project?	dkreidler			
293	60 Percent Specs	09 90 00 - Page 14	15.3.I.1 - Will this coating system work for wastewater immersion?	dkreidler			
294	60 Percent Specs	09 90 00 - Page 15	15.7 - Is this for the BNR and clarifier tank work? Is this their standard coating system?	dkreidler			
295	60 Percent Specs	22 11 13 - Page 6	3.03.C.Identify which piping systems need disinfection - are we extending significant PW piping?	dkreidler			
296	60 Percent Specs	26 05 00 - Page 5	1.10.A. Does electrical sequencing need to indicate following process shutdowns?	dkreidler			
297	60 Percent Specs	26 05 02 - Page 2	1.04.C.7. Areas where we need to provide temporary wire/connections?	dkreidler			
298	60 Percent Specs	26 24 19 - Page 4	2.01.A. Are the manufacturers listed in order of City preference? Does the City have a standard gear manufacturer?	dkreidler			
299	60 Percent Specs	26 29 23 - Page 3	2.01.A.Similar manufacturer question for City Standard on the VFDs - Is Ovivo to provide the VFD for their BNR equipment?	dkreidler			
300	60 Percent Specs	26 32 13 - Page 3	1.10.A. Non-standard warranty for the generator may be additional cost to the project. Can display the standard and the additional warranty within the bids to confirm the cost is worth the extra expense.	dkreidler			
301	60 Percent Specs	26 32 13 - Page 4	2.01.A.Need to confirm each manufacturer is acceptable to the City. Believe caterpillar is preferred.	dkreidler			
302	60 Percent Specs	26 32 13 - Page 6	2.04.B. Is a day tank needed for a sub-mounted fuel tank?	dkreidler			
303	60 Percent Specs	26 32 13 - Page 7	2.04.c.2 Is 5 day at 75 percent mandatory for this facility? Potentially make an either 3 days at 100 percent or 5 days at 75 percent for selection?	dkreidler			
304	60 Percent Specs	26 36 00 - Page 2	Part 1 - Warranty for the ATS equipment is not shown? Match the generator warranty?	dkreidler			
305	60 Percent Specs	26 36 00 - Page 2	2.1.A - Similar comment to generator mfgs prior comment.	dkreidler			
306	60 Percent Specs	26 36 00 - Page 2	3.01.B./C. Assuming burning on-site and disposal in adjacent property is not allowed for this project? No allowance for burying on site?	dkreidler			
307	60 Percent Specs	31 40 00 - Page 1	Part 1 - Where is this work being proposed on the project?	dkreidler			
308	60 Percent Specs	32 10 00 - Page 1	2.02.A. Section not shown in drawings assume this will be lime rock base and not soil cement?	dkreidler			
309	60 Percent Specs	32 90 00 - Page 1	Part 1 - No plantings shown on the drawings - will a landscape buffer be needed?	dkreidler			
310	60 Percent Specs	32 92 00 - Page 1	1.01.A. Will the delineation of sodding and seeding be noted in the documents?	dkreidler			
311	60 Percent Specs	33 00 00 - Page 3	1.06.C. Will the times noted be adequate to test the biological systems?	dkreidler			
312	60 Percent Specs	33 01 00 - Page 4	2.01.A.4 Will encasement be required for DI piping on the site?	dkreidler			
313	60 Percent Specs	33 01 00 - Page 5/8	2.01.B/2.02.I.2. Are restrained joints noted on the drawings	dkreidler			
314	60 Percent Specs	33 01 00 - Page 8	2.02.G. Showing old pressure standard for AWWA C900	dkreidler			
315	60 Percent Specs	33 01 00 - Page 8	2.02.G. Are PVC fittings to be used under/around structures?	dkreidler			
316	60 Percent Specs	33 01 00 - Page 9	2.03.1. Does AWWA C907 go to 36-inch diameter?	dkreidler			
317	60 Percent Specs	33 01 00 - Page 12	2.07 - Will a valve tag list for the project be created?	dkreidler			
318	60 Percent Specs	33 01 00 - Page 19	2.14.B - Is adequate room available at the pump station suction and discharge to include this equipment?	dkreidler			
319	60 Percent Specs	33 01 00 - Page 20	2.14.C - Any piping sizes above 8-inch for this project?	dkreidler			
320	60 Percent Specs	33 01 00 - Page 21	2.17 - Will a flow ID and valve tag list for the project be created?	dkreidler			
321	60 Percent Specs	33 01 12 - Page5	3.03.A. Why do we need to disinfect the reclaimed water system piping?	dkreidler			

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Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
Comm. #	Document Reference	Comment Location	Review Comments	Reviewer	Response to Comment	Action on Documents	Action/Resolution
322	60 Percent Specs	33 01 12 - Page 6	3.04.A. Disinfection is not necessary for wastewater system connections?	dkreidler			
323	60 Percent Specs	33 01 12 - Page 7	Table 33 01 12 - Match table labeling with yard piping, confirm material and pressures. Assume pressures in table supersede 150 psi in same section? Seal water may be tubing and not Sch 80 PVC?	dkreidler			
324	60 Percent Specs	33 01 12 - Page 9	Table 33 01 12 Notes - Identify which piping needs to be disinfected, Notes may conflict with piping requirements within other piping sections. Provide working pressures of systems to confirm pressure testing requirements.	dkreidler			
325	60 Percent Specs	33 01 12.11 - Page 9	2.01.A. -Confirm reclaimed water can be used instead of potable water for wastewater structures	dkreidler			
326	60 Percent Specs	33 01 12.11 - Page 10	3.02 - Need for settlement observation during filling? Provide available adjustment based on perception and evaporation with leak calculation?	dkreidler			
327	60 Percent Specs	33 01 30.09 - Page 1	Part 1 - Identify where this will be required on the project and what are the necessary pumping and reliability requirements?	dkreidler			
328	60 Percent Specs	33 01 30.09 - Page 1	1.02.C What pipes are being inspected on this project?	dkreidler			
329	60 Percent Specs	33 01 30.83 - Page 1	Part 1 - This section does not seem applicable to this project - only new wet well being provided no existing being revised - Confirm	dkreidler			
330	60 Percent Specs	33 05 05.31 - Page 1	Part 1 - Duplication of information in section 33 01 12?	dkreidler			
331	60 Percent Specs	33 05 19 - Page 1	Part 1 - Duplicate information from section 33 01 00?	dkreidler			
332	60 Percent Specs	33 05 31.19 - Page 1	Part 1 - Where is this being used on the project?	dkreidler			
333	60 Percent Specs	33 05 33.23 - Page 1	Part 1 - Is this for the chemical piping seems more for pressure process piping - confirm?	dkreidler			
334	60 Percent Specs	33 10 11 - Page 7	3.04.D. - What level of HI standards are required?	dkreidler			
335	60 Percent Specs	33 10 12 - Page 2	2.02.A.1 Will this be a dry pit arrangement?	dkreidler			
336	60 Percent Specs	33 10 12 - Page 6	2.02.A.1 UV projection of the cable? Cable length to accommodate dry install condition?	dkreidler			
337	60 Percent Specs	33 10 12 - Page 8	3.03.A.1 What level of vibration testing?	dkreidler			
338	60 Percent Specs	33 32 20 - Page 3	2.02.A. Is it necessary to require the pump manufacturer to provide the VFDs? May increase cost to the project.	dkreidler			
339	60 Percent Specs	33 32 20 - Page 10	2.04.C.1. Should the panel enclosure rating be NEMA 4X?	dkreidler			
340	60 Percent Specs	33 32 20 - Page 16	2.04.G.1 Should this be a triplex operation for this process?	dkreidler			
341	60 Percent Specs	33 32 20 - Page 16	2.04.G.2 Confirm number of floats with the number of pumps for this process.	dkreidler			
342	60 Percent Specs	33 32 20 - Page 16	3.04.A.Coordinate with 33 10 11	dkreidler			
343	60 Percent Specs	43 11 38 - Page 3	1.06 - Will the sound limit impact the site sound requirements specified in the prior section?	dkreidler			
344	60 Percent Specs	43 11 38 - Page 8	2.02H.6. Will this VFD panel be outside? Need a higher rated panel? Do VFDs need to meet electrical specification requirements?	dkreidler			
345	60 Percent Specs	43 11 61 - Page 26	2.05.E. VFDs by the BNR manufacturer? Different from other units on the site?	dkreidler			
346	60 Percent Specs	43 11 61 - Page 31	Part 2 - Are the reaeration diffusers part of this scope or in another section?	dkreidler			
347	60 Percent Specs	43 11 61 - Page 31	3.02 - Will any process performance requirements be required for this new process?	dkreidler			
348	60 Percent Specs	43 32 69 - Page 1	Part 1 - Details available on skid location and placement?	dkreidler			
349	60 Percent Specs	44 31 31 - Page 6	2.06.E. - Confirm if the bold statement is to remain in this section.	dkreidler			
350	60 Percent Specs	46 23 23 - Page 6	2.02.A. -Need to complete information on the pumps? Shown as vertical dry pit?	dkreidler			
351	60 Percent Specs	46 23 23 - Page 8	2.03.A. -Will the grit removal requirements be part of the startup confirmation?	dkreidler			
352	60 Percent Specs	46 23 23 - Page 8	1.04.A. - Materials of construction and coating systems need to be added?	dkreidler			
353	60 Percent Specs	46 78 00 - Page 6	2.06.C. - Why not operate on the rake arm limit switch with a timed run to shut off after - high pressure shutoff and alarm - pump should be able to run dry.	dkreidler			
354	60 Percent Specs	46 78 00 - Page 6	2.07.A. - Is this panel needed for this project?	dkreidler			
355	60 Percent Dwgs	G001	Remove "Bid #" reference - CMAR will bid the documents and this is not necessary.	dkreidler			
356	60 Percent Dwgs	G004	Confirm filter effluent weir remains at EL 25?	dkreidler			
357	60 Percent Dwgs	G005	Correct splitter box weir numbering to coincide with BNR trains	dkreidler			
358	60 Percent Dwgs	G005	Adjustment to the new BNR and clarifier elevations to reduce costs	dkreidler			
359	60 Percent Dwgs	G005	Is a process flow stream and identification process to this project available?	dkreidler			
360	60 Percent Dwgs	G005	Based on the existing profile it looks like the existing filter effluent weir is being modified confirm	dkreidler			
361	60 Percent Dwgs	C021	Need to include BMPs around pipeline modifications and UV system upgrades?	dkreidler			
362	60 Percent Dwgs	C021	Which trees are to be removed which are staying, confirm with note and demolition/construction work?	dkreidler			
363		C021	Confirm silt fence notes - is agency erecting barricades (City not County) therefore silt fence is not required? Confirm	malexakis			
364		C021	Extend silt fencing and floating turbidity barrier on northeast of pond for yard piping work.	malexakis			
365	60 Percent Dwgs	C101	Storage tank on building north of CCT does not seem correct - confirm label	dkreidler			
366	60 Percent Dwgs	C101	Show future pump station and electrical bldg? Show other work areas progressing on the site?	dkreidler			
367	60 Percent Dwgs	C102	Is the datum noted on this survey drawing or is it located further offsite? Present datum for reference.	dkreidler			
368	60 Percent Dwgs	C102	Correct fence line type and show extensions of the existing site fencing in southeast corner of site.	dkreidler			
369	60 Percent Dwgs	C102	Southern property area that is the City's to be identified?	dkreidler			
370							
371	60 Percent Dwgs	C103	Demolition work at the CCT system and effluent pump station?	dkreidler			
372	60 Percent Dwgs	C103	Did not see any details of the demolition work on the sulphur dioxide room.	dkreidler			
373	60 Percent Dwgs	C103	Show tree removal based on the yard piping	dkreidler			
374	60 Percent Dwgs	C103	What about this piece of existing roadway connection with the new roadway access that includes an stormwater inlet box? Is it to be demolished?	dkreidler			
375	60 Percent Dwgs	C103	Could this sheet be combined with the erosion control plan and reduce number of sheets?	dkreidler			
376	60 Percent Dwgs	C103	Notes 1 and 4 - City indicated that they would clean up these areas prior to work starting. Any usable piping/materials to turn over to the City?	dkreidler			
377	60 Percent Dwgs	C103	Notes 2 and 6 Reference the erosion control dwg or include on this sheet	dkreidler			
378	60 Percent Dwgs	C103	Note 9 does not apply to this work	dkreidler			
379	60 Percent Dwgs	C103	Note 10 - Any asbestos containing materials identified? Need to include survey or allowance	dkreidler/ malexakis			
380	60 Percent Dwgs	C103	Note 12 - coordinate with electrical demolition sheets - any of this part of Duke Energy's equipment? Need more information on required demolition	dkreidler/ malexakis			
381	60 Percent Dwgs	C103	Note 15 - Any existing wells in the area of the work?	dkreidler/ malexakis			
382	60 Percent Dwgs	C103	Note 16 - any right of way work to be performed?	dkreidler			
383	60 Percent Dwgs	C103	Show roadway demolition based on yard piping.	dkreidler			

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Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
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384	60 Percent Dwgs	C103	City to remove the vehicles and debris in the construction areas?	dkreidler			
385	60 Percent Dwgs	C103	Does the existing fence get modified in the new BNR train areas?	dkreidler			
386	60 Percent Dwgs	C104	Are details available on structure 210?	dkreidler			
387	60 Percent Dwgs	C105	Confirm Grit dumpster turn radius - issues with dumpster access?	dkreidler			
388	60 Percent Dwgs	C105	Difficult to access screen dumpster with truck - available access confirmed?	dkreidler			
389	60 Percent Dwgs	C105	No sidewalks to clarifier or stairs on west of BNR basins?	dkreidler			
390	60 Percent Dwgs	C105	Notes 1 and 2 is there curb to be provided along the roadway?	dkreidler			
391	60 Percent Dwgs	C105	Note 3 - any sidewalk ramps noted on the site?	dkreidler			
392	60 Percent Dwgs	C105	Note 4 - Any retraining walls to be provided on site?	dkreidler			
393	60 Percent Dwgs	C106	Demolition of the reclaimed piping to the storage building by City?	dkreidler			
394	60 Percent Dwgs	C106	Where do we demolish the reclaimed piping around the new process areas?	dkreidler			
395	60 Percent Dwgs	C107	Title to be "Yard Piping Demolition" Should be with other demolition sheet?	dkreidler			
396	60 Percent Dwgs	C107	1 & 2 influent piping is shown as a buried 20-inch cross can we remove cap/plug and connect? Confirm	dkreidler			
397	60 Percent Dwgs	C107	No demolition or modification to the existing reclaimed piping going to the on-site irrigation or existing storage building?	dkreidler			
398	60 Percent Dwgs	C107	What piping modifications are intended for the effluent transfer station?	dkreidler			
399	60 Percent Dwgs	C107	Piping work in BNR 1 and 2 influent area will require removal of the staircase and supports - not shown on demolition work. Modifications needed for the building south of BNR 1 and 2 with new piping? Remove and repair the headwall and stormwater piping?	dkreidler			
400	60 Percent Dwgs	C107	Pond modifications and erosion control - repair of swale in this area of new piping?	dkreidler			
401	60 Percent Dwgs	C107	Removal of the trees in many piping areas not identified on erosion control or demo sheets	dkreidler			
402	60 Percent Dwgs	C107	Clarifier drain to the existing lift station? Is this station for sanitary service?	dkreidler			
403	60 Percent Dwgs	C107	Future clarifier effluent connection considered?	dkreidler			
404	60 Percent Dwgs	C108	Coordinate RAS/WAS/scum pump station piping on mechanical not shown/ Simplify RAS piping to remove fittings	dkreidler/ malexakis			
405	60 Percent Dwgs	C108	Does the clarifier influent pipe size consider peak hour flows with RAS - 7.5 mgd with both in operation - >5 fps?	dkreidler			
406	60 Percent Dwgs	C108	Removal of trees with installation of new alum piping?	dkreidler			
407	60 Percent Dwgs	C108	No details shown on the new drain lift station	dkreidler			
408	60 Percent Dwgs	C108	Tree demolition with yard piping installation around splitter box	dkreidler			
409	60 Percent Dwgs	C108	Existing Reclaimed is shown - can we reuse and loop instead of providing a new dead end pipe?	dkreidler			
410	60 Percent Dwgs	C108	Should this future FM be a different color and identified in the legend	dkreidler			
411	60 Percent Dwgs	C108	Provide delineation of the work for this project on the new force main.	dkreidler/ malexakis			
412	60 Percent Dwgs	C109	BNR 1 and 2 piping shown as 20-inch cross in record drawings - confirm note.	dkreidler			
413	60 Percent Dwgs	C109	Probably want a 24x24 tee instead at the tie-in point of the West FM pipe	dkreidler			
414	60 Percent Dwgs	C109	Is a new 10-inch reuse line needed can we loop existing system to accommodate the new demand? Can we isolate or need wet tap?	dkreidler/ malexakis			
415	60 Percent Dwgs	C109	Remove existing 20-inch piping show in demolition drawings?	dkreidler			
416	60 Percent Dwgs	C109	Confirm we can isolate filter feed piping otherwise show as a wet tap.	dkreidler/ malexakis			
417	60 Percent Dwgs	C110	Relocate WAS to minimize piping and conflicts	dkreidler			
418	60 Percent Dwgs	C110	Cutting out piping at BNR 3? Why need to install new cross? Coordinate connections with record drawings	dkreidler			
419	60 Percent Dwgs	C110	Confirm label of reverse flow direction is correct on 95 LF of 16" EFFL	dkreidler			
420	60 Percent Dwgs	C110	Why cross the BNR 1 and 2 with BNR 3 piping/switch the splitter box assignments?	dkreidler			
421	60 Percent Dwgs	C110	Confirm pipe labeling from splitter box structure to each BNR - should piping be labeled "RS"?	dkreidler			
422	60 Percent Dwgs	C110	Are 45 bends required at all piping locations?	dkreidler			
423	60 Percent Dwgs	C110	Intent is to provide FM to the Aquarius connection point?	dkreidler			
424	60 Percent Dwgs	C110	Why does the new RS piping need additional connection points/Need isolation valves for all future connections? Extend and stub for future.	dkreidler/ malexakis			
425	60 Percent Dwgs	C111	Is this sheet needed? - shown on prior yard piping sheet.	dkreidler			
426	60 Percent Dwgs	C111	Future 24" FM different color on prior yard piping drawings should be in legend?	dkreidler			
427	60 Percent Dwgs	C112	How are these profiles referenced from the yard piping drawings?	dkreidler			
428	60 Percent Dwgs	C112	Connection above grade for the new 10-inch to BNR 3?	dkreidler			
429	60 Percent Dwgs	C112	Concern with hydraulics of this clarifier effluent piping connection to the launder box - verify with mechanical drawings	dkreidler			
430	60 Percent Dwgs	C112	Should the 20" RS be Mixed Liquor in both profile titles?	dkreidler			
431	60 Percent Dwgs	C112	Does the new 30" clarifier effluent need to be this deep?	dkreidler			
432	60 Percent Dwgs	C112	20" RS should be "Effluent" in profile title?	dkreidler			
433	60 Percent Dwgs	C112	When will profile show proposed grade?	dkreidler			
434	60 Percent Dwgs	C113	Not all conflicts are shown on these profiles, need to update with proposed and existing piping	dkreidler			
435	60 Percent Dwgs	C114	Conflicts are shown on these profiles - piping will need to be adjusted from what is shown.	dkreidler			
436	60 Percent Dwgs	C114	RAS piping seems very deep - recommend raising up or just run under the BNR at this depth	dkreidler			
437	60 Percent Dwgs	C114	Drains seem shallow for the current depth of the BNR	dkreidler			
438	60 Percent Dwgs	C115	No grades shown on the new force main piping profiles - what is proposed at these locations?	dkreidler			
439	60 Percent Dwgs	C116	Are gate valves needed at the BNR Structures? Not shown on the yard piping	dkreidler			
440	60 Percent Dwgs	C116	WAS piping is very deep - look at adjusting route, minimize conflicts and length.	dkreidler			
441	60 Percent Dwgs	C120	Is part of north roadway connection an existing asphalt drive with inlet? Is the existing drainage box to be reused?	dkreidler			
442	60 Percent Dwgs	C120	Is the existing roadway stabilized to accommodate the garbage truck?	dkreidler			
443	60 Percent Dwgs	C120	What is the dirt roadway to new roadway connection detail?	dkreidler			
444	60 Percent Dwgs	C120	Stair pad elevations for clarifiers seem low, confirm.	dkreidler			
445	60 Percent Dwgs	C120	Grade notes - where are the ADA sidewalks?	dkreidler			
446	60 Percent Dwgs	C120	Grade notes - Any drainage structures proposed?	dkreidler			
447	60 Percent Dwgs	C120	Dewatering notes - should remove means and methods for bidding purposes.	malexakis			

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448	60 Percent Dwgs	C120	Part of the Erosion control drawings coordinate with prior drawing to minimize duplication of effort	dkreidler			
449	60 Percent Dwgs	C551	Remove restraint table - recommend restraint of all piping on the site.	malexakis			
450	60 Percent Dwgs	C601	This existing fence needs to be corrected and should not remain - confirm, Demolition of the fence?	dkreidler			
451	60 Percent Dwgs	S002	Required delegated submittals - foundation design of stairs included in this requirement?	dkreidler			
452	60 Percent Dwgs	S002	Structural Testing note 2 - Is the Owner providing this effort for the independent testing agency?	dkreidler			
453	60 Percent Dwgs	S003	Is this sheet just for the structural steel inspections? TI-12 deviates from prior sheet note	dkreidler			
454	60 Percent Dwgs	S100-2	Incomplete notes, possible to remove precast manhole?	dkreidler			
455	60 Percent Dwgs	S110-1	Build a rectangular box for the force mains to discharge into with isolation on each - allowing for future connection and removal of the precast manhole and 36" pipe. Square up channel gates	dkreidler			
456	60 Percent Dwgs	S110-2	Why not square off walls to wetwell?	dkreidler			
457	60 Percent Dwgs	S110-3	per pump manufacturer recommendations for grout?	dkreidler			
458	60 Percent Dwgs	S110-3	Water level is above this elevation of the opening to the wetwell - is this considered in the hydraulics - will impact upstream elevations	dkreidler			
459	60 Percent Dwgs	S110-3	Do the walls need to be this thick? What is the foundation design requirements?	dkreidler			
460	60 Percent Dwgs	S120-2	Do splitter boxes need to be 8-feet wide?	dkreidler			
461	60 Percent Dwgs	S120-2	Layout of decking will require intermediate support beams at grit and splitter boxes	dkreidler			
462	60 Percent Dwgs	S120-2	Assume grating allows opening to atmosphere - concern with odor issues?	dkreidler			
463	60 Percent Dwgs	S120-3	When will reinforcement and waterstop details be completed for this structure?	dkreidler			
464	60 Percent Dwgs	S120-3	Is handrail part of the delegated design?	dkreidler			
465	60 Percent Dwgs	S120-3	Concern with trapping scum, adequate flow with opening?	dkreidler			
466	60 Percent Dwgs	S210-1/2/3	Where is this structure located? Confirm this is what we are building - seems excessive.	dkreidler/ malexakis			
467	60 Percent Dwgs	S214-1	Are interior stairs to the BNR part CROM work and not detailed for this project?	dkreidler			
468	60 Percent Dwgs	S214-1	Indication of future wall in anoxic zone?	dkreidler			
469	60 Percent Dwgs	S313-1	Is there an aerial walkway between the clarifiers?	dkreidler			
470	60 Percent Dwgs	S900-1	one foot above grade does grade need to be raised to minimize step into building or will sidewalks be provided?	dkreidler			
471	60 Percent Dwgs	S900-1	Possible to look at hollowcore instead of truss design due to economy of scale work?	abergdahl			
472	60 Percent Dwgs	S900-2	need to add fill at the door locations?	dkreidler			
473	60 Percent Dwgs	S900-2	Increase hight of doors or provide removable transom, electrical gear will need to clear door threshold.	malexakis			
474	60 Percent Dwgs	S551	Where is this detail 7 proposed on this project?	dkreidler/ malexakis			
475	60 Percent Dwgs	S551	Section available as noted in detail 1? Confirm using this detail?	dkreidler/ malexakis			
476	60 Percent Dwgs	S551	Where is this detail 4 proposed on this project?	dkreidler			
477	60 Percent Dwgs	S563	Can this staircase be moved adjacent to the splitter box wall or wrapped around the structure on section 1?	dkreidler			
478	60 Percent Dwgs	S563	Verify landing versus the final grade in civil of sections 2 and 3.	dkreidler			
479	60 Percent Dwgs	S563	Landing should be per the FBC?	dkreidler			
480	60 Percent Dwgs	M110-2	No upstream isolation on flow meter assemblies? Cannot take the meter down even with bypass	dkreidler			
481	60 Percent Dwgs	M110-2	Is a 1" ARV adequate for this flow rate on the meter assemblies for both pump stations - were is drain piped to?	dkreidler			
482	60 Percent Dwgs	M110-2	Access issues with the west flow meter - confirm adequate room to access valve and maintenance items.	dkreidler			
483	60 Percent Dwgs	M110-2	Drain valves are a tripping hazard - are these gate or knife gate? What is it used for?	dkreidler			
484	60 Percent Dwgs	M110-2	Are these gate valves or knife gate valves on the flow assemblies?	dkreidler			
485	60 Percent Dwgs	M110-2	No expansion or couplings on piping around flow meters?	dkreidler			
486	60 Percent Dwgs	M110-2	Odor/corrosion control is for wet well only?	dkreidler			
487	60 Percent Dwgs	M110-2	Do the pumps provide all the wash water for the screens and compactors?	dkreidler			
488	60 Percent Dwgs	M110-2	Should the 36-inch penetration be a wall pipe?	dkreidler			
489	60 Percent Dwgs	M110-2	4-inch connection to new 8-inch reclaim - coordinate with civil and show connection	dkreidler			
490	60 Percent Dwgs	M110-2	What is the intent of this FM connection for future work? Will isolation be available?	dkreidler			
491	60 Percent Dwgs	M110-2	Is an influent sampler required?	dkreidler			
492	60 Percent Dwgs	M110-2	Cannot access the area between compactors - confirm layout.	dkreidler			
493	60 Percent Dwgs	M110-2	What is PVC piping for? Why PVC above grade - will it be coated?	dkreidler			
494	60 Percent Dwgs	M110-2	Will the gate valve work in this solids type application on the compactors? Knife gate better option?	dkreidler			
495	60 Percent Dwgs	M110-2	How will material make this turn in the tee? Has Hydrodyne reviewed this layout? Place valves closer to point of isolation to minimize material spread and hardening	dkreidler			
496	60 Percent Dwgs	M110-2	Where is pipe material noted? What is the compactor piping?	dkreidler			
497	60 Percent Dwgs	M110-2	Any hatch details and recovery information on the mixer?	dkreidler			
498	60 Percent Dwgs	M110-2	Provide one flow meter assembly for both pump stations - minimize piping for cost savings	dkreidler			
499	60 Percent Dwgs	M110-2	Separate drains reduce the ability for the owner to take the station offline.	dkreidler			
500	60 Percent Dwgs	M110-2	Anticipate wall pipes for typical pipe penetrations?	dkreidler			
501	60 Percent Dwgs	M110-2	Is this the interior ladder in section 3 ? Why in this section view?	dkreidler			
502	60 Percent Dwgs	M110-3	Grout for pump sloping coordinate with pump mfg	dkreidler			
503	60 Percent Dwgs	M110-3	Opening on structural is 3'-2" high will proposed gate work?	dkreidler			
504	60 Percent Dwgs	M110-3	No air release for submersible pumps prior to check valves?	dkreidler			
505	60 Percent Dwgs	M110-3	Does wash water piping impact screen access hatches or motor for maintenance?	dkreidler			
506	60 Percent Dwgs	M110-3	Access issue to this valve on the north compactor - confirm layout	dkreidler			
507	60 Percent Dwgs	M110-3	How does owner access to install pump base in the future?	dkreidler			
508	60 Percent Dwgs	M110-3	Wall pipes proposed for elevated slab penetrations?	dkreidler			
509	60 Percent Dwgs	M110-3	All main valves with handwheel and chains for access?	dkreidler			
510	60 Percent Dwgs	M110-4	Detail for water collars per note 4 - does this include non-hydraulic slab penetrations?	dkreidler			
511	60 Percent Dwgs	M110-4	Verify gate valve type seem intermixed based on visual representation - confirm	dkreidler			
512	60 Percent Dwgs	M120-1	Why do you need this assembly (20) on BNRs 1 -3 splitter box piping? Place under box similar to 6 and 7 to reduce fittings.	dkreidler			

City of DeLand

Public Services Campus Improvements

Constructability and Value Engineering Comments

Project: DeLand WRF Expansion					Date Submitted: PDR 08/08/2022, Final 9/29/2022, 30- 10/26/2022, 60-01/13/2023		
Design Phase: Preliminary Design Report/30/60 Percent Deliverable					Date Reviewed: PDR 08/15/2022, Final 10/4/2022, 30- 11/4/2022, 60 -02/02/2023		
Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
Comm. #	Document Reference	Comment Location	Review Comments	Reviewer	Response to Comment	Action on Documents	Action/Resolution
513	60 Percent Dwgs	M120-1	Extend BNR meter assembly to further underground pipe alignment to remove a fitting.	dkreidler			
514	60 Percent Dwgs	M120-1	Confirm arrangement of valves is acceptable to the mfg.	dkreidler			
515	60 Percent Dwgs	M120-1	Why include a valve here with the gate for isolation?	dkreidler			
516	60 Percent Dwgs	M120-1	Units do not seem to reach the dumpster - need chutes to direct the grit?	dkreidler			
517	60 Percent Dwgs	M120-1	Dumpster exposed to rain - anticipate bags or covers?	dkreidler			
518	60 Percent Dwgs	M120-1	Where will the grit panels be located? On the deck next to the classifier - enough room for access?	dkreidler			
519	60 Percent Dwgs	M120-1	Arrange suction piping to eliminate fittings in the grit structure	dkreidler			
520	60 Percent Dwgs	M120-1	Gates are not needed at the effluent of the grit structures. Hydraulics should not back up to the grit weir to a submerged condition.	dkreidler			
521	60 Percent Dwgs	M120-1	Assume dumpster is by solid waste company?	dkreidler			
522	60 Percent Dwgs	M120-1	Need for air release prior to flow meter?	dkreidler			
523	60 Percent Dwgs	M120-4	Fluidizing connection on grit suction piping?	dkreidler			
524	60 Percent Dwgs	M120-4	Pumps do not look like they will fit in each wetwell - confirm.	dkreidler			
525	60 Percent Dwgs	M120-4	Drain for the grit pump stations?	dkreidler			
526	60 Percent Dwgs	M120-4	Motorized plug valve not connected into drain?	dkreidler			
527	60 Percent Dwgs	M120-4	Where is the grit suction flushing and drains for each grit unit?	dkreidler			
528	60 Percent Dwgs	M120-4	Confirm weir elevation with profile	dkreidler			
529	60 Percent Dwgs	M120-4	No ability for passive overflow?	dkreidler			
530	60 Percent Dwgs	M120-4	Can arrange to include one pump station with two pumps above grade?	dkreidler			
531	60 Percent Dwgs	M120-4	Weir openings seem much larger than shown on structural - coordinate opening	dkreidler			
532	60 Percent Dwgs	M214-1	Access to stairs coordinated with site civil and structural throughout structure?	dkreidler			
533	60 Percent Dwgs	M214-2	Partial Plans do not show north arrow	dkreidler			
534	60 Percent Dwgs	M214-2	Are drains needed in these 2nd anoxic and reaeration basins as well?	dkreidler			
535	60 Percent Dwgs	M214-2	Diffuser conflicts with pipe opening/where is air piping coming in?	dkreidler			
536	60 Percent Dwgs	M214-2	Diffuser embedment issues with thinner CROM slab - has this information been coordinated with CROM	malexakis			
537	60 Percent Dwgs	M214-2	Will the drain pipes be sloped?	dkreidler			
538	60 Percent Dwgs	M214-3	Extend influent piping directly north to reduce yard piping? Shown as 20" on yard piping - coordinate	dkreidler			
539	60 Percent Dwgs	M214-3	Future opening in center wall of anoxic zone - knock out or gate?	dkreidler			
540	60 Percent Dwgs	M214-3	Wall to be provided for future conditions? Plugging line for future connection? Identify future items differently for clarity?	dkreidler			
541	60 Percent Dwgs	M215-1	Issue with trapping scum in the re-aeration zone?	dkreidler			
542	60 Percent Dwgs	M215-1	Ability to access the west area of the upper tank?	dkreidler			
543	60 Percent Dwgs	M215-1	Typically needed, this is a large hatch for this deck - coordinated with CROM?	dkreidler			
544	60 Percent Dwgs	M215-1	Concern with drains silting up or clogging?	dkreidler			
545	60 Percent Dwgs	M215-1	Concern with bird bath items on the decks, recommend adding specific notes to identify and address on the drawings	malexakis			
546	60 Percent Dwgs	M215-2	Same comment on deck hatches - structural concern?	dkreidler			
547	60 Percent Dwgs	M215-2	Walkway on future wall - clarify?	dkreidler			
548	60 Percent Dwgs	M215-3	Handrail not shown - will it be noted on structural?	dkreidler			
549	60 Percent Dwgs	M215-3	Confirm top of structure with profile elevations.	dkreidler			
550		M215-4	Coordinate embedment details with CROM due to actual concrete thickness will be different and require coordination.	malexakis			
551		M215-5	Same comment on embedment details and concrete thickness concerns - Coordinate with CROM	malexakis			
552	60 Percent Dwgs	M314-1	Coordinate scum with yard piping - note Ovivo indicates scum should be routed to the sludge handling system to reduce build up of scum in the system.	dkreidler			
553	60 Percent Dwgs	M314-1	No isolation at the clarifier effluent?	dkreidler			
554	60 Percent Dwgs	M314-1	Can clarifier effluent piping be cement lined?	dkreidler			
555	60 Percent Dwgs	M314-1	Coordinate piping from clarifier with yard piping.	dkreidler			
556	60 Percent Dwgs	M314-1	Will a walkway between the clarifiers be provided?	dkreidler			
557	60 Percent Dwgs	M314-4	Downstream isolation valve for the meters?	dkreidler			
558	60 Percent Dwgs	M314-4	Will pipe supports for flushing piping be needed for the scum beach?	dkreidler			
559	60 Percent Dwgs	M314-4	Overall pump station is very tight with limited access to reach pumps and valves - no electrical is show which will negatively impact space further. Potentially relocate scum pumps to provide more space at this pump station?	dkreidler/ malexakis			
560	60 Percent Dwgs	M314-5	Providing grout in the launder channel to convey to effluent pipe?	dkreidler			
561	60 Percent Dwgs	M314-5	Locate grade on the drawings to coordinate with Civil	dkreidler			
562	60 Percent Dwgs	M314-5	Recommend a drop box to accommodate a full pipe flow from the launder to reduce hydraulic loss and air entrainment	dkreidler			
563			Detail is not a CROM clarifier, concrete is shown thicker than what is proposed. Will need to coordinate scum beach embedment detail and wall penetrations with CROM.	malexakis			
564	60 Percent Dwgs	M314-5	Coordinate elevations with the profile.	dkreidler			
565	60 Percent Dwgs	M314-5	Showing wash water piping for clarifier walkway and scum system?	dkreidler			
566	60 Percent Dwgs	M314-5	Grade issues with pump station - confirm.	dkreidler			
567	60 Percent Dwgs	M314-6	Elevations do not match the Site Civil work	dkreidler			
568	60 Percent Dwgs	M314-7	Coordinate RAS center line with profile in civil drawings	dkreidler			
569	60 Percent Dwgs	M530-1	New pump discharge piping conflicts with the wall and will not fit at this location	dkreidler			
570	60 Percent Dwgs	M530-1	In plant reclaimed is provided by transfer pumps - low pressure system?	dkreidler			
571	60 Percent Dwgs	M530-1	New effluent transfer pump piping not shown on yard piping drawings - is this going to the two GSTs?	dkreidler			
572	60 Percent Dwgs	M530-1	Options for one flow meter instead of two meter stations?	dkreidler			
573		M530-1	Keep pipe above grade prior to making connections to piping?	malexakis			
574	60 Percent Dwgs	M530-2	Any option to remove this station and modify the river pump station with a motorized valve?	dkreidler			
575	60 Percent Dwgs	M530-3	Raise up new discharge pipe to minimize undermining the structure	dkreidler			
576	60 Percent Dwgs	E002	Coordinate electrical demolition with the incoming electrical systems	malexakis			
577	60 Percent Dwgs	E003	No modifications to the 920 electrical system?	dkreidler			
578	60 Percent Dwgs	E003	By Duke for the switching system, note as separate project?	dkreidler			
579	60 Percent Dwgs	E003	Will this future generator work be part of the WRF expansion?	dkreidler			

City of DeLand

Public Services Campus Improvements

Constructability and Value Engineering Comments

Project: DeLand WRF Expansion					Date Submitted: PDR 08/08/2022, Final 9/29/2022, 30- 10/26/2022, 60-01/13/2023		
Design Phase: Preliminary Design Report/30/60 Percent Deliverable					Date Reviewed: PDR 08/15/2022, Final 10/4/2022, 30- 11/4/2022, 60 -02/02/2023		
Architect/Engineer: Mead & Hunt					Comment Adjudication Process		
Comm. #	Document Reference	Comment Location	Review Comments	Reviewer	Response to Comment	Action on Documents	Action/Resolution
580	60 Percent Dwgs	E003	Show south reclaimed pump station as existing? Has this transformer been confirm and coordinated with Duke?	dkreidler			
581	60 Percent Dwgs	E004	Coordinate electrical routing with CROM, should be shown on the east and west of the BNRs to feed the electrical loads. The CROM units will not be similar to conventional tank construction. Need to have a coordination meeting with CROM and EOR.	malexakis			
582	60 Percent Dwgs	E004	Adding modifications to existing MCC-G? Not part of 30 percent documents?	dkreidler			
583	60 Percent Dwgs	E004	Show duct banks with yard piping profile for conflict avoidance.	dkreidler			
584	60 Percent Dwgs	E004	Tree impact with these pull boxes and duct banks. Looks like within historical tree preservation area - confirm.	dkreidler			
585	60 Percent Dwgs	E004	Duct bank design for future expansion on BNR 6 and 7?	dkreidler			
586	60 Percent Dwgs	E011	No improvements in this area?	dkreidler			
587	60 Percent Dwgs	E012	This is generator 910?	dkreidler			
588	60 Percent Dwgs	E012	3000 Amp breaker single point source of failure for area 900 switchgear?	dkreidler			
589	60 Percent Dwgs	E014/E015	HP are different in the mechanical drawings on the mixers and aerators - confirm	dkreidler			
590	60 Percent Dwgs	E016	Potential generator for this project?	dkreidler			
591	60 Percent Dwgs	E016	Correct area for the utility transformer?	dkreidler			
592	60 Percent Dwgs	E016	Is this 800 amp breaker a single point of failure in the switch gear to the UV system and Transfer station?	dkreidler			
593	60 Percent Dwgs	E110-1	Limit switches for check valves?	dkreidler			
594	60 Percent Dwgs	E110-1	Level sensors for wet well and channels?	dkreidler			
595	60 Percent Dwgs	E110-1	Washwater solenoid valves for screen and compactors?	dkreidler			
596	60 Percent Dwgs	E120-1	Flow meters t BNR 1-3 are not shown on mechanical drawings	dkreidler			
597	60 Percent Dwgs	E120-1	Panel location issues with wet well and classifier access issues	dkreidler			
598	60 Percent Dwgs	E204	Are elevations of the existing system show to identify potential space for new equipment? Show new and existing differently for clarity.	dkreidler			
599	60 Percent Dwgs	E204	Adequate space confirmed for the new VFDs?	dkreidler			
600	60 Percent Dwgs	E214-1	Need to include junction boxes to coordinate conduit routing to the electrical demands in each BNR tank	malexakis			
601	60 Percent Dwgs	E314-1	Spacing issues with pumps and panels	dkreidler			
602	60 Percent Dwgs	E314-1	Limit switch for flushing on scum or check valves on pumps?	dkreidler			
603	60 Percent Dwgs	E520	Evaluated with mfg to see if gear will fit with access availability ?	dkreidler			
604	60 Percent Dwgs	E520	Details on the demolition work?	dkreidler			
605	60 Percent Dwgs	E530-1	More data needed on UV and pump station system.	dkreidler			
606	60 Percent Dwgs	E900-1	Ovivo cabinets accounted for in the new electrical room?	dkreidler			
607	60 Percent Dwgs	E900-1	Coordianted NEC clearances within new building - seems tight based on the layout	malexakis			
608	60 Percent Dwgs	I003	Show new/modified items in bold for reference	dkreidler			
609	60 Percent Dwgs	I003	West grit abandoned as part of this project?	dkreidler			
610	60 Percent Dwgs	I003	Add flow meters around splitter box - potential to use ultrasonic over the weir instead of flow meters?	dkreidler			
611	60 Percent Dwgs	I003	This flow diagram of the RAS/WAS pump at the new clarifier is incorrect.	dkreidler			
612	60 Percent Dwgs	I003	Shows new flow meter in mechanical for the transfer pumps. No longer needed dechlor system with UV	dkreidler			
613	60 Percent Dwgs	I003	Nothing for sludge dewatering on this project.	dkreidler			
614	60 Percent Dwgs	I011	Basin 4 is not existing	dkreidler			
615	60 Percent Dwgs	I012	Show existing and new in different shades for reference	dkreidler			
616	60 Percent Dwgs	I110	What tells booster pumps to stop and start? Interlocked with wash water cycling - on VFD?	dkreidler			
617	60 Percent Dwgs	I110	Level indicators for screens - HWL alarm?	dkreidler			
618	60 Percent Dwgs	I120	Influent meter assemblies have bypasses	dkreidler			
619	60 Percent Dwgs	I314/315	What is this for in the launder?	dkreidler			

ATTACHMENT 5 – Bid Tabulations

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 1 - Sitework Subcontractor

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Harty Tractor		SDC		D2 Paving		Marlin Construction
		Thaine Harty		Kenny Bare		Brian Henry		Josh Huynh
		386-235-4820		407-221-2431		386-756-7026		407-341-5452
Base Bid Before Alternates		\$ 2,475,256.00		\$ 3,045,620.00		\$ -		\$ 2,610,525.26
Site Work Package	Y	\$ 1,462,327.00	Y	\$ 2,061,520.00		\$ -	Y	\$ 1,408,760.32
Silt Fence	Y	\$ 98,000.00	Y	\$ 40,000.00		\$ -	Y	\$ 269,500.00
Site Laydown Setup	Y	\$ 350,000.00	Y	\$ 364,000.00		\$ -	Y	\$ 301,980.00
Sidewalks	Y	\$ 42,000.00	Y	\$ 37,500.00		\$ -	Y	\$ 29,887.50
Asphalt Paving	Y	\$ 317,900.00	Y	\$ 385,000.00		\$ -	Y	\$ 384,764.49
Temporary Structure Access Roads	Y	\$ 28,600.00	Y	\$ 35,000.00		\$ -	Y	\$ 48,970.00
Stone Buffer	Y	\$ 29,250.00	Y	\$ 30,000.00		\$ -	Y	\$ 36,562.50
Sod	Y	\$ 97,500.00	Y	\$ 52,500.00		\$ -	Y	\$ 67,500.00
Seed/Mulch	Y	\$ 13,000.00	Y	\$ 5,000.00		\$ -	Y	\$ 11,000.00
Payment and Performance Bonds	Y	\$ 36,579.00	Y	\$ 35,000.00		\$ -	Y	\$ 51,500.45
Indemnification	Y	\$ 100.00	Y	\$ 100		\$ -	Y	\$ 100.00
Alternates/Adjustments		\$ -						
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y		Y				Y
Clarifications / Exceptions		Y		N				Y
Acknowledged Addenda		Y		Y				Y
SRF Davis Bacon		Y		Y				Y
SRF AIS & BABA		Y		Y				N
Additional Notes								
								Late bid
SUBTOTAL:		\$ 2,475,256.00		\$ 3,045,620.00		\$ -		\$ 2,610,525
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 2,475,256.00		\$ 3,045,620.00		\$ -		\$ 2,610,525
		\$ 2,475,256.00		\$ 3,045,620.00		NO BID		\$ 2,610,525.26

Recommend award to:

Harty Tractor, Inc.

Adam Bergdahl

From: Thaine Harty <thaine@hartytractor.com>
Sent: Friday, August 4, 2023 2:28 PM
To: Adam Bergdahl; Dwayne Kreidler
Subject: RE: Wiley M Nash WRF
Attachments: Bid Form - Complete 8-4-23.pdf; Wiley M Nash WRF - HTS Proposal 8-4-23.pdf; Scope of Work.pdf

Adam,

See attached for the revised pricing. I think I've got everything covered for you now per our discussion / your notes.

I spoke with our silt fence contractor, and they informed me that what they priced was Type IV wire back silt fence. They've never heard of the type shown in the details, so we would like to qualify our bid that way.

Let me know if you have any questions or if I've missed anything. Thank you,

Thaine Harty
(386) 235-4820
thaine@hartytractor.com

From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Friday, August 4, 2023 11:11 AM
To: Thaine Harty <thaine@hartytractor.com>; Dwayne Kreidler <dkreidler@whartonsmith.com>
Subject: RE: Wiley M Nash WRF

Thaine,
Thank you for taking a few minutes to discuss the bid scope, costs, and exceptions/clarifications. Please see attached for the markups we discussed.

Please review and revise accordingly. If you could return any bid form and quote revisions to me by 1:00, that would be great.

Thank you,

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Adam Bergdahl
Sent: Thursday, August 3, 2023 3:08 PM
To: Thaine Harty <thaine@hartytractor.com>; Dwayne Kreidler <dkreidler@whartonsmith.com>
Subject: RE: Wiley M Nash WRF

Thaine,
Bid and related docs received.

We will review and reach out with any questions.

Thank you,

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Thaine Harty <thaine@hartytractor.com>
Sent: Thursday, August 3, 2023 1:39 PM
To: Dwayne Kreidler <dkreidler@whartonsmith.com>
Cc: Adam Bergdahl <abergdahl@whartonsmith.com>
Subject: RE: Wiley M Nash WRF

See attached for the reviewed scope of work form as well.

Thank you,

Thaine Harty
(386) 235-4820
thaine@hartytractor.com

From: Thaine Harty
Sent: Thursday, August 3, 2023 1:37 PM
To: dkreidler@whartonsmith.com
Cc: Adam Bergdahl <abergdahl@whartonsmith.com>
Subject: Wiley M Nash WRF

Good Afternoon Dwayne,

Please see attached for our proposal on this project. Feel free to reach out anytime if you have any questions or need anything else.

Thank you,

Thaine Harty
Chief Estimator



Office: (386) 775-1005
Mobile: (386) 235-4820
E-Mail: thaine@hartytractor.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Site Work Subcontractor

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Harty Tractor Services, Inc

Contact Name: Thaine Harty Title: Chief Estimator

Address: 1331 Tractor Way, Orange City, FL 32763

Phone Number: 386-775-1005 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23

No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Work Package	1	LS	\$ <u>1,462,327</u>	\$ <u>1,462,327</u>
2.	Silt Fence - included as type IV wire back silt fence	10,000	LF	\$ <u>9.80</u>	\$ <u>98,000</u>
3.	Site Laydown Setup	1	LS	\$ <u>350,000</u>	\$ <u>350,000</u>
4.	Sidewalks	375	SY	\$ <u>112.00</u>	\$ <u>42,000</u>
5.	Asphalt Paving	5,500	SY	\$ <u>57.80</u>	\$ <u>317,900</u>
6.	Temporary Structure Access Roads	1,000	SY	\$ <u>28.60</u>	\$ <u>28,600</u>
7.	Stone Buffer	750	SY	\$ <u>39.00</u>	\$ <u>29,250</u>
8.	Sod	150,000	SF	\$ <u>0.65</u>	\$ <u>97,500</u>
9.	Seed/Mulch	100,000	SF	\$ <u>0.13</u>	\$ <u>13,000</u>
10.	Payment & Performance Bond	1	LS	\$ <u>1.5%</u>	\$ <u>36,579</u>
11.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>2,475,256</u>

Two Million, Four Hundred Seventy-Five Thousand, Two Hundred Fifty-Six and 00/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

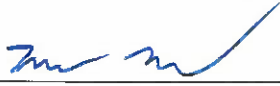
NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Thaine Harty / Chief Estimator

Print Name / Title

8/4/23

Date

HARTY

TRACTOR SERVICES, INC.

QB-0006534

Physical Address
1331 Tractor Way
Orange City, Florida 32763

Phone: (386) 775-1005
Fax: (386) 775-3799

Mailing Address
P.O. Box 741674
Orange City, Florida 32774-1674

Wiley M Nash WRF Expansion (Proposal)

Date: August 4, 2023

Phone: (407) 321-8410

Fax: (407) 402-5472

E-Mail: abergdahl@whartonsmith.com

Submitted To: Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

Engineer: M&H

Attn: Adam Bergdahl

Plan Date: Addendum #1 Drawings

Description	Quantity	UM	Unit Cost	Total
I. GENERAL CONDITIONS				
a) mobilization (includes five mobilizations)	1	LS		
b) layout	1	LS		
c) certified as-builts	1	LS		
d) GPR locates	1	LS		
e) allowance for pipe cleaning at end of project	1	LS		
II. EROSION CONTROL				
a) NOI / SWPP	1	LS		
b) NPDES inspections	30	Month		
c) type IV silt fence	10,000	LF		
d) tree protection	2,210	LF		
e) floating turbidity barrier	610	LF		
f) inlet protection	2	EA		
g) soil tracking device non DOT (includes 40 tons of rock; additional rock to be charged at \$100.00 / ton)	1	EA		
III. CLEARING & DEMOLITION				
a) clear & haul	1	LS		
b) demo asphalt (assumed to be 2" thick; existing base to be reused on site)	44,950	SF		
c) demo misc concrete	5,105	SF		
d) demo buildings - by others	0	EA		
e) demo wall (assumed 4' tall)	81	LF		
f) demo mat	31,845	SF		
g) demo fence	1,745	LF		
h) demo fence & concrete barriers	230	LF		



IV. EARTHWORK ON SITE

a) strip site	2,360	CY
b) cut site	24,680	CY
c) overexcavate BNR, Clarifier, & Degrit/Splitter structures 2' deep	7,510	CY
d) import, place & compact clean fill for 2' overexcavation	7,510	CY
e) fill site	13,450	CY
f) export excess material	21,100	CY
g) 6" #57 stone buffer	750	SY
h) rip rap	1	LS
i) grading	255,000	SF

V. PAVING ON SITE

a) 12" stabilized subbase	5,500	SY
b) 6" limerock base	5,500	SY
c) 1.5" SP-9.5 recycled asphalt	5,500	SY
d) prime & sand	5,500	SY

VI. CONCRETE

a) 2' drop curb	215	LF
b) flume	2	EA
c) 4" conc sidewalk	375	SY
d) replace flume & regrade area (demolished by others)	1	EA

VII. TEMPORARY FACILITIES

a) strip area and install 4" asphalt millings over compacted subbase & install filter fabric	14,000	SY
b) gravel access roads - install 6" recycled crushed concrete	1,000	SY

VIII. STRIPING ON SITE

a) striping & signage	1	LS
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IX. SOD / SEED & MULCH

a) sod temp slopes, bahia	25,000	SF
b) sod, bahia (unit price)	150,000	SF
c) seed & mulch (unit price)	100,000	SF

BID TOTAL . . .**ADDITIONAL ITEMS:**

1) if rock is required for silt fence trench, add	10,000	LF
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*****-NOTES-*****

I. SITEWORK

- 1) bid based on accuracy of provided topo & soil report
- 2) silt fence bid as type IV wire back silt fence; if rock within trench is required, add \$7.00 / LF
- 3) qty of pipe to be cleaned and amount of silt / dirt / materials to be removed unknown; we have provided an allowance of \$40,000 for pipe cleaning at the end of the project
- 4) overexcavation of structures included for 2' depth, replacement of soils included
- 5) bnr structures 4&5 includes excavation to elevation 23.0
- 6) clarifier structures 4&5 includes excavation to elevation 21.5 on the outside and 14.0 in the center
- 7) east master pump station includes excavation to elevation 13.0
- 8) degrit/splitter structure includes excavation to elevation 26.0
- 9) removal/disposal of hazardous or contaminated material not included
- 10) demo & removal of existing structures / buildings not included
- 11) removal of flume by others
- 12) removal of headwall & rcp by others
- 13) removal of 6' wide section pavement for alum piping
- 14) temporary stair removal by others
- 15) demolition of effluent pump station by others
- 16) demolition of existing chlorine contact chamber by others
- 17) demolition of existing sulphur dioxide room by others
- 18) soil treatment by others (termite, fertilizer, etc)
- 19) sodding, seeding & mulching included per bid form qty's
- 20) strippings to be used as fill in landscape areas
- 21) backfilling of footers/retaining walls by others
- 22) all dewatering for structures and sheeting/shoring by others

II. UTILITIES/STORM SEWER

- 1) relocation of conflicting utilities by others, if required (poles, conduits, etc.)
- 2) irrigation and landscaping, including removal/replacement of existing by others
- 3) all utilities and yard piping by others
- 4) plugging/grouting of existing utilities by others

III. PAVING

- 1) if leveling course required, add \$210.00 per ton (to be determined by county inspector)
- 2) all concrete flatwork by others
- 3) fencing and walls by others

IV. ADMINISTRATION

- 1) NOI, SWPPP, & NPDES inspections included for 30 months
- 2) permits or fees excluded
- 3) if performance bond is required, add 1.5% of contract
- 4) all building modification by others
- 5) construction staking inclusive of contract items only
- 6) geotechnical testing by others
- 7) there will be an additional 5% charge for all credit card payments
- 8) this proposal is valid for 30 days from bid date
- 9) prices are subject to change on material, fuel, aggregate etc. due to the volatility of the market

.....

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and in accordance with applicable building codes except as specifically modified above. Any alterations or deviation from the above specifications will be executed only upon written orders and may become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

.....

Harty Tractor Services, Inc.

Authorized Signature:



Thaine Harty - Chief Estimator

Date:

August 4, 2023

Wharton-Smith, Inc.

Accepted By:

Signature

Printed Name and Title

Date:

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as the **Site Work Subcontractor**, detailed herein, for the DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades. All work shall be complete and in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence.

The Scope of Work shall specifically include, but is not limited to, the following specifications:

DIVISION 00 – CONTRACTING

DIVISION 01 – GENERAL REQUIREMENTS

DIVISION 02 – SITE WORK

- 02 06 14 Geotechnical Data Report
- 02 25 16 Existing Concrete Assessment
- 02 41 00 Demolition
- 02 41 13.23 Utility Line Removal

DIVISION 03 - CONCRETE

- 03 30 00 Cast-In-Place Concrete
- 03 40 00 Precast Concrete

DIVISION 31 – EARTH WORK

- 31 11 00 Clearing and Grubbing
- 31 22 00 Grading
- 31 23 00 Excavation and Fill
- 31 23 13 Subgrade Preparation
- 31 23 19 Dewatering
- 31 23 33 Trenching, Backfilling, and Compacting
- 31 31 16 Termite Control
- 31 40 00 Shoring and Underpinning

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 32 10 00 Bases, Ballasts, and Paving
- 32 90 00 Planting
- 32 91 00 Planting Preparation
- 32 92 00 Turf and Grasses

The Subcontractor shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:

DeLand Campus – Wiley M. Nash Water Reclamation Facility
Attention: Wharton-Smith, Inc.
1101 S. Amelia Avenue
DeLand, FL 32724

Note: Where the word “Subcontractor” is used, the reference is to **the Bidder** unless specifically stated otherwise. Where the words “Contractor, or CMAR” are used, the reference is to Wharton-Smith, Inc. unless specifically stated otherwise.

6.1 WORK OVERVIEW

6.1.1 Furnish, install, and maintain all stormwater and erosion control required in order to complete the **Site Work** package as detailed in the contract drawings in accordance with the contract specifications. The Scope of work shall include, but not necessarily be limited to the following:

6.1.2 Temporary Facilities

- A. Temporary setup includes 14,000 SY area to be stripped and asphalt millings are to be installed at 4” thickness over top of filter fabric and compacted subbase. - removal & restoration of this area not included, to be priced at later date
- B. Asphalt millings are to be sealed.
- C. Construct temporary stabilized access roads to all major structures on the project. These roads are to be 15’ wide with 4” of asphalt fines or crushed concrete. - area based on qty shown on bid form
- D. Subcontractor is responsible for all dust control measures.

6.1.3 Furnish, install, maintain, and remove all stormwater and erosion control required for the complete project. Provide all maintenance required for the full project duration.

A. Development, implementation, and maintenance of a Stormwater Pollution Prevention Plan (SWPPP) is the responsibility of the Subcontractor.

- i) Maintenance will be monthly at a minimum. Maintenance shall be more frequent based on storm event and the requirements of the Water Management District. - 30 months included
- B. All BMP are included. The costs shall be carried for initial installation as well as progressive maintenance throughout the course of the whole project. This includes, but it not necessarily limited to the silt fencing, floating turbidity barriers, fiber rolls, filter bags, stakes, water trucks for dust control, conveyance swales, tracking devices, or hay bales. - included while we are on site
- C. All inlet protection as shown on the Contract Drawings to include all details.
- D. Installation of all silt fencing as shown on the contract drawings and per the SWPPP plan. Silt fencing not shown on the drawings but required by the SWPPP is included.
 - i) Silt fencing is to be in full accordance with the notes shown on Sheet C021. - silt fence included as type IV (if rock in trench is required, add \$7.00 / LF)
 - ii) Silt fencing will be funded as a unit price cost as provided on the included bid form. The silt fencing will be charged based on the as-built quantity.

6.1.4 Perform site demolition per the following:

- A. Selective pavement demolition as shown on Sheet C103 of the contract documents. - demo of bldg's / utilities by others

- i) All sawcutting and removal of pavement is included.
- ii) Proper disposal of all demolished pavement shall be included.
- B. Remove/cut the existing dirt road as shown on C103.
- C. Demolition of the flume at the Northeast corner of the pond will be by others.
- i) Complete replacement of the flume and re-grading of this area is included. - includes up to 120 LF of replacement
- D. Remove portion of pavement/curbing around existing storm inlet.
- E. Remove all existing drying mats and existing greenhouses.
- F. Demolition will occur at the time the work shall be performed. Multiple mobilizations will be required. - 5 mobilizations included

6.1.5 Perform all site clearing, stripping, and grubbing.

- A. All trees, shrubs, and miscellaneous vegetation within the work area shall be removed per contract drawings, or as shown on the site utilization plan.
- B. Strip to a minimum depth of 6" below grade once overburden is removed.
 - i) All stripping is included to 15' outside of the construction of new structures, slabs on grade, etc.
- C. All tree removal and protection as reflected on C021 and C031:
 - i) Remove all trees/shrubs shown to be removed.
 - a. Only remove trees shown being removed per contract drawings.
 - b. Removal is to include the root ball and all subgrade roots to the extent of the dripline of the tree.
 - c. Backfill of voids left by the removed root ball is included.
 - ii) Tree protection as reflected in the details is included.
 - a. Install complete tree protection around trees required to be protected. Tree protection is to be in accordance with details provided in the Contract Documents.
 - b. Tree protection barricades are to be installed to a diameter of, at least, 1.5 times more than the diameter of the tree dripline.
 - c. All tree protection is to be in full accordance with the City Tree Preservation Ordinance.
 - d. Subcontractor shall setup provisions to water and maintain all trees and vegetation that is to remain in place during the duration of project.
- D. Clearing and grubbing shall be sequenced and coordinated with other work.
- E. Areas shall not be left bare for more than fourteen (14) calendar days prior to commencing work in the area.
- F. Properly remove and dispose of all material from site.
- G. Burning onsite will not be allowed unless approved by Contractor.

H. Trees or vegetation damaged by Subcontractor shall be repaired or replaced at the expense of the Subcontractor.

6.1.6 Perform all structural excavation, over excavation, subgrade preparation, backfill, and compaction for any and all new structures or equipment slabs.

A. New Structures include:

- i) BNR Train #4 - excavated to elevation 23.0
- ii) BNR Train #5 - excavated to elevation 23.0
- iii) Clarifier #4 - excavated to elevation 21.5 and 14.0 in the center
- iv) Clarifier #5 - excavated to elevation 21.5 and 14.0 in the center
- v) Electrical Building - not included (no specific bottom elevation shown)
- vi) Proposed Generator Location - excavated to elevation 32.0
- vii) East Master Pump Station - excavated to elevation 13.0
- viii) Headworks/Degrit/Splitter Structure - excavated to elevation 26.0

a. Excavation will receive sheet piles to protect the excavation. Sheet pile installation is by others.

B. Subgrade excavation and preparation shall extend fifteen (15) feet beyond the perimeter of the structure.

C. Subgrades shall be within one-tenth (0.1) of a foot of final elevations.

D. Submit drawings for all excavation, detailing elevations, slopes, stockpile locations, and equipment traffic prior to beginning excavation.

E. Furnish, install, and maintain all dewatering required to dry out and stabilize all excavation area.

i) Subcontractor shall submit dewatering plans for review prior to installation. - dewatering for structures not included

F. The excavation and backfill for each structure will require coordination with other trades and will be completed in phases.

G. Due to sequencing requirements, backfill for some areas will be required to occur in multiple phases. - 5 mobilizations included;

H. All excavation, backfill, and compaction is to be in full accordance with the Report of Geotechnical Study prepared by Bechtol Engineering and Testing, Inc. dated December 14, 2022.

I. All excavated materials are to be removed from the jobsite and properly disposed of.

J. All backfill materials are included in full accordance with the contract documents and in accordance with the details shown on the structural detail sheets.

6.1.7 Perform and complete all site restoration as shown on the contract drawing and as needed to complete construction including:

A. Perform all site grading and drainage modifications as shown in the Contract Drawings. This includes, but is not limited to, the following:

- i) New storm flumes.
 - a. Supply and installation of all rip-rap is included.
- ii) All new swales.
- iii) Gravel access roads intended for structure access roads. These roads are to be 12' wide x 6" recycled concrete or concrete fines. Length of the roadways is to be determined in the field. A quantity of 1,000 SY is included on the bid form. These roadways are a unit priced item as per the bid form. Installation of gravel access roads will be funded on an as-built basis per the unit cost on the bid form.

B. Perform all rough and final grading required.

- i) All areas shall be rough grades within a few inches of final grade elevations until ready for final grading based on the construction sequence.
- ii) Areas shall be final graded prior to installing seed and sod. The final grading shall account for the installation of seed or sod to ensure the final restored area as been graded per contractor drawings.

C. All site paving

- i) All asphalt paving, striping, parking bumpers are included. Paving will be paid at the unit price noted on the bid form on an as-built basis. - all paving included as normal duty detail
- ii) All sub-base and base work is included.
- iii) All curbing is included.

D. Complete final seeding/sodding.

- i) Sod shall be Argentine bahia grass and shall be rolled within 24 hours of being laid.
- ii) All slopes must be sodded. Sodding of slopes shall be included in the cost for the work and shall not be paid for from the unit price sodding. - sodding of temp slopes separated on our proposal form
- iii) Seeding and sodding will be paid at the unit price noted on the bid form on an as-built basis.
- iv) Fertilizing, watering, and maintenance of newly sodded/seeded areas until substantial completion is included.

- E. All sidewalks. Sidewalks will be paid at the unit price noted on the bid form on an as-built basis. - 4" thick included

- F. Stone to serve as buffer structures is included. The stone buffer will be provided as washed 57 stone at 6" depth. Stone buffer will be paid at the unit price noted on the bid form on an as-built basis. - stone bid as limestone or recycled material (granite excluded)

- 6.1.8 The Scope of Work will require multiple mobilizations. Subcontractor shall include all costs to mobilize and demobilize heavy equipment a minimum of five (5) times, not including punch list and warranty work. Mobilization not requiring heavy machinery (seed, sod, SWPPP inspections/repairs) are to not be considered mobilizations. Mobilization will be funded per each based on agreement between the Subcontractor and the CMAR. - 5 mobilizations included;

6.2 BID ALTERNATIVES

6.2.1 Provide breakout pricing for any and all bid alternatives as required on the package Bid Form.

6.3 CLARIFICATIONS

- 6.3.1 The Subcontractor shall thoroughly review the City of DeLand Standards. When the Standards differ from the Specifications the more stringent will govern. When the Standards lists approved manufacturers, the Subcontractor shall provide materials and/or equipment from manufacturers listed in the Standards. If the Standards and Specifications both provide a list of manufacturers, supply the material and/or equipment from a manufacturer listed in both documents.
- 6.3.2 The Subcontractor shall haul off and dispose of all non-suitable materials and overburden materials.
- 6.3.3 Temporary seed all fill material to be stockpiled more than thirty (30) days. Subcontractor shall remove organics for all stockpiled material prior to utilizing for backfill.
- 6.3.4 All slopes shall be sodded immediately after final grading. Subcontractor shall be responsible for protection of all excavated slopes. - protection is included for sod to take (sodding of slopes included for one time; if repairs / re-sod is needed, additional to be charged at unit rates)
- 6.3.5 Subcontractor shall develop and implement a stormwater pollution prevention plan (SWPPP) for all work performed for this project. This SWPPP shall address preventing sediment from leaving the work zones, protection of all water conveyance systems, tree protection, and the cleaning of trucks exiting the work zones. Subcontractor shall inspect all installed protection measures at least weekly and after any 24-hour period which accumulates 0.5 inches of rain or more. An inspection report shall be submitted to the Construction Manager within 24 hours of each inspection. - 30 months included;
- 6.3.6 Subcontractor shall thoroughly review the geotechnical report and adhere to the most stringent requirements of the Specifications, Geotechnical Report, and all other Contract Documents.
- 6.3.7 Subcontractor shall clean and flush the storm conveyance systems effected by construction upon substantial completion.
- 6.3.8 Subcontractor shall exercise extreme caution during demolition and shall be responsible for any damage to utilities or structures during execution of this demolition work. This applies to utilities and structures both shown and not shown on the drawings.
- 6.3.9 Subcontractor shall be responsible for all dewatering and groundwater control/remediation required to complete this Scope of Work. - dewatering for structures not included; dewatering for our installations included
- 6.3.10 All backfill and restoration shall be in accordance with the Contract Documents and the Geotechnical Report. Subcontractor shall compact all fill and final grade all excavations performed under this scope of work.
- 6.3.11 Subcontractor shall provide all temporary facilities required for its employees, including portable toilets and handwashing stations.
- 6.3.12 The CMAR will provide a material testing company and pay for passing test through a Contract Allowance. All failed tests shall be paid for by the Subcontractor. The Subcontractor shall be responsible for scheduling of testing with Construction Manager.
- 6.3.13 All work shall be properly sequenced as to not disrupt operation of the existing wastewater treatment process. Maintenance of plant operations is paramount. Coordination meetings will be held with Plant Operations in order to ensure cooperation.

- 6.3.14 Submit detailed plans for all work that intercepts, interrupts, or otherwise impacts the existing process flow or treatment. Plans shall be submitted with adequate time for review and coordination prior to the work, as deemed by the Owner and CMAR.
- 6.3.15 Any items that are outlined in the bid form as a unit cost will be funded as such based on an as-built basis. Any unspent funds for this work will be returned to the Owner.

6.4 GENERAL REQUIREMENTS

- 6.4.1 The Subcontractor shall be bound to the CMAR to the same extent the CMAR is bound to the Owner by the terms of the Contract Documents.
- 6.4.2 The Subcontractor shall provide a dedicated project manager for the project. This project manager shall remain actively involved in the project for the entire duration of the project. The project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.4.3 Provide all management necessary to adequately support field activities and maintain Project Schedule.
- 6.4.4 Provide fulltime onsite supervision as required to maintain compliance with any applicable Specifications, Drawings, and/or Codes with respect to installation, safety, and Project Schedule. If Subcontractor fails to do so, the CMAR will provide supervision and all costs will be back charged to Subcontractor. The Subcontractor superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or CMAR.
- 6.4.5 The Subcontractor will be required to coordinate with all other construction trades as required to complete this scope of work.
- 6.4.6 This is a lump sum agreement, including freight and all applicable taxes. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the Signed Agreement for review and approval by the CMAR Project Manager. No billing will be accepted without a mutually agreed upon Schedule of Values.
- 6.4.7 Pricing shall remain firm for ~~(120)~~ days past bid submission date. After ~~(120)~~ days, any escalation would need to be thoroughly documented for supplemental payment to be considered. - 60 days included
- 6.4.8 All material supplied shall be coordinated with the applicable Specifications and Drawings. The Subcontractor is responsible for reviewing and assuring that the product is correct for the application and installation.
- 6.4.9 All components shall comply with all stated AWWA, AISI, ACI, SAE, CDA, and ASTM standards listed in the Contract Documents.
- 6.4.10 Subcontractor will be required to check in with a guard daily upon entry to the site.
- 6.4.11 OSHA, Plant, and the CMAR safety standards shall be followed at all times.
- 6.4.12 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.4.13 Scope of Work shall follow all Federal, State and Local Codes.

- 6.4.14 All equipment will be labeled and tagged in accordance with the Contract Documents.
- 6.4.15 The Subcontractor is responsible for location of existing utilities prior to beginning of any work on the jobsite. Any damage to existing utilities will be the responsibility of the Subcontractor to repair at no additional cost.
- 6.4.16 Subcontractor shall coordinate with Civil, Structural, Mechanical, Electrical, and I&C drawings to confirm exact quantity and placement of materials.
- 6.4.17 The Subcontractor shall store and maintain all materials and equipment per the manufacturer's recommendations. The Subcontractor shall document all storage conditions and maintain a storage log, including signatures for the performance of all temporary storage requirements. The Subcontractor shall be responsible for the storage and protection of all material, equipment, and tools supplied under this Scope of Work or owned by the Subcontractor.
- 6.4.18 Subcontractor shall coordinate all deliveries with the CMAR with a minimum of 48 hours of notice. Subcontractor shall only schedule deliveries within normal work hours, unless otherwise agreed upon in writing.
- 6.4.19 The Subcontractor may not utilize any area of the project site for storage without approval from the CMAR. If the Subcontractor plans to utilize storage space, the Subcontractor shall submit, to the CMAR, a site plan detailing the areas being requested for storage.
- 6.4.20 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.

6.5 PROJECT SCHEDULE

- 6.5.1 The Subcontractor shall provide a detailed schedule for the Scope of Work being performed. The Subcontractor shall coordinate with the CMAR to ensure the detailed schedule conforms to the overall Project Schedule. The Subcontractor shall update this Scope of Work Schedule each month and provide a written update to the CMAR.
- 6.5.2 The Subcontractor shall account for not working on holidays and still plan for the Scope of Work to be completed per the overall Project Schedule. Holidays shall include those observed by the Owner, the CMAR, and the Subcontractor. The CMAR observes the following holidays:
 - A. New Year's Day
 - B. Memorial Day
 - C. Independence Day
 - D. Labor Day
 - E. Thanksgiving Day
 - F. Day after Thanksgiving
 - G. Christmas Day

6.6 SUBMITTAL REQUIREMENTS

- 6.6.1 The Subcontractor shall provide submittal documentation as required within the Contract Documents within the lead time provided on the bid form. Upon execution of this Agreement the Subcontractor shall provide a list of anticipated submittals for the Scope of Work. The Subcontractor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.6.2 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.6.3 All submittals shall be provided with a cover page listing the following information:
- A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Subcontractor's contact information
 - E. Manufacturer's contact information
- 6.6.4 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
- A. Complete model number
 - B. The tag number of each per the Contract Documents (if applicable)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.6.5 It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate for the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.6.6 Revised submittals shall include a comment response document, this document shall respond to every comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser. Resubmittals are due to the CMAR within fourteen (14) calendar days from the returned submittal.
- 6.6.7 The Subcontractor may be responsible for any costs incurred by the CMAR due to excessive submittal revisions.
- 6.6.8 AIS Submittal Requirements - All material provided as part of this bid shall be in compliance with all American Iron and Steel (AIS) requirements. Job specific certification of compliance is required for all applicable items furnished. It is the Subcontractor's/Supplier's responsibility to submit certification letters that reference the SRF number and all pertinent project information with the material submittals.

6.7 RECORD DOCUMENTS

- 6.7.1 Subcontractor shall provide final record documents for Scope of Work, this includes but is not limited to updated shop drawings, piping drawings, and bills of materials. Record Documents shall be performed by a licensed surveyor, provided to CMAR in a CAD and PDF format, and be per specification 01 78 39.

- 6.7.2 Prior to approval of Subcontractor's monthly pay application, the CMAR may elect to review Subcontractor's as-built documents. If these documents are found to be inaccurate or not current, up to the date of the pay application, the CMAR may reject the pay application until Subcontractor provides accurate and current as-built documents. Subcontractor will not be entitled for any additional costs, fees, or other compensation due to rejected pay applications and delayed payments as a result of Subcontractor's failure to provide accurate and current as-built documents.
- 6.7.3 After completion of the Scope of Work, Subcontractor shall provide complete and final as-built documents within two (2) calendar weeks. As-built documents shall be provided as detailed in the Contract Documents. Any required asset tables will need to be provided.

6.8 REPORTING

- 6.8.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.
- 6.8.2 The Subcontractor shall provide detailed daily reports as outlines in the Contract Documents.
- 6.8.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within report, prior to starting work.

6.9 INSTALLATION, OPERATION, AND MAINTAINENCE MANUALS

- 6.9.1 One (1) preliminary and four (4) final hard copies including one (1) electronic copies of finals on USB Flash Drive properly labeled.
- 6.9.2 O&M manuals (preliminary) are due no later than thirty (30) days after approved submittals.
- 6.9.3 All manuals shall be provided as specified within the Contract Documents. If additional information is required for formatting of the manuals, the Subcontractor's is responsible to submit a request in writing to verify the formatting of the manual in order to prevent excessive submittal revisions.
- 6.9.4 Any changes made to equipment due to punch list, operational conditions, problems, adjustments, or warranty issues will require updated As-Built drawings which will need to be incorporated into final O&M Manuals by Subcontractor.
- 6.9.5 The Subcontractor may be responsible for any costs incurred by the CMAR due to excessive manuals revisions.

6.10 SPARE PARTS

- 6.10.1 Subcontractor shall supply all spare parts as required in the Contracts Documents. All spare parts will be packaged and properly labeled as described in the Contract Documents.
- 6.10.2 All spare parts to be provide shall clearly detailed within the submittal documents.
- 6.10.3 Subcontractor shall maintain ownership of all spare parts until the Owner is ready to accept turnover of the spare parts. Spare parts are not to be provided until formally released by the CMAR. CMAR will not accept delivery of spare parts that are not explicitly released.

6.11 INSURANCE

- 6.11.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements in this purchase order and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.11.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.

6.12 TEAM PLAYER

- 6.12.1 Wharton- Smith will be utilizing a software called Team Player in order to process monthly pay applications. The fee for this service is \$10.00 per Pay Application, regardless on the number of revisions in a given month. Please review the Team Player Welcome Letter that has been included in the Bidding Documents which contains embedded links for training documentation and videos. This will be a requirement for all subcontractors on this and future Wharton-Smith Projects.

6.13 WARRANTY

- 6.13.1 Subcontractor shall warranty Scope of Work as required by the Contract Documents. At a minimum, all work shall be warranted for a period of one (1) year from date of final acceptance by the owner or the manufacturer's standard warranty period, whichever is greater.
- 6.13.2 Warranty shall cover all necessary labor, equipment, and replacement parts necessary resulting from faulty design, assembly, workmanship, or any other failure of equipment and components furnished by the manufacturer.
- 6.13.3 All warranties shall commence on the date of Owner acceptance without exception. Subcontractor shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

Adam Bergdahl

From: Kenneth Bare <kbare@sdcpf.com>
Sent: Thursday, August 3, 2023 10:42 AM
To: Adam Bergdahl
Cc: Shane Cox; Tom McNamara; Tim Bayer; Mary Eberhardt
Subject: Wiley M Nash WRF Upgrade & Expansion
Attachments: SDC Wiley Nash WRF SiteWork Proposal 08-03-23.pdf

Good Morning Adam,
Attached is our proposal for the site work scope for the above referenced project.

Please feel free to reach out with any questions or comments.

Thanks again for the opportunity to submit this proposal.

Regards,

Kenny

Kenny Bare | Chief Estimator



Southern Development & Construction, Inc.

Cell: 407-221-2431 | **Office: (407) 977-9898 x 113**

M: 2544 Connection Point; Oviedo, Florida 32765

E: kbare@sdcpf.com | **W:** www.sdcpf.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Site Work Subcontractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Southern Development & Construction, Inc.
Contact Name: Kenny Bare Title: Chief Estimator
Address: 2544 Connection Point
Oviedo, FL 32765
Phone Number: 407-977-9898 c 407-221-2431 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7-10-23 No. 3 Dated 7-28-23

No. 2 Dated 7-24-23 No. 4 Dated 7-28-23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Work Package	1	LS	\$ <u>2,061,520.00</u>	\$ <u>2,061,520.00</u>
2.	Silt Fence	10,000	LF	\$ <u>4.00</u>	<u>40,000.00</u>
3.	Site Laydown Setup	1	LS	\$ <u>364,000.00</u>	\$ <u>364,000.00</u>
4.	Sidewalks	375	SY	\$ <u>100.00</u>	\$ <u>37,500.00</u>
5.	Asphalt Paving	5,500	SY	\$ <u>70.00</u>	\$ <u>385,000.00</u>
6.	Temporary Structure Access Roads	1,000	SY	\$ <u>35.00</u>	\$ <u>35,000.00</u>
7.	Stone Buffer	750	SY	\$ <u>40.00</u>	\$ <u>30,000.00</u>
8.	Sod	150,000	SF	\$ <u>0.35</u>	\$ <u>52,500.00</u>
9.	Seed/Mulch	100,000	SF	\$ <u>0.05</u>	\$ <u>5,000.00</u>
10.	Payment & Performance Bond	1	LS	\$ <u>35,000.00</u>	\$ <u>35,000.00</u>
11.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>3,045,620.00</u>

Three Million Forty-Five Thousand Six Hundred Twenty Dollars & 00/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Kenny Bare/ Chief Estimator

Print Name / Title

08-03-23

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 17, 2023

SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.
2544 CONNECTION POINT
OVIEDO, FLORIDA 32765

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Handrails, Lift Station, Retaining Wall, Rip Rap, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II".

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.

Filing Information

Document Number	P94000045482
FEI/EIN Number	59-3249904
Date Filed	06/17/1994
State	FL
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	12/23/2009
Event Effective Date	01/01/2010

Principal Address

2544 CONNECTION POINT
OVIEDO, FL 32765

Changed: 06/11/2019

Mailing Address

2544 CONNECTION POINT
OVIEDO, FL 32765

Changed: 06/11/2019

Registered Agent Name & Address

MCNAMARA, THOMAS J
662 LAKE MILLS RD
CHULUOTA, FL 32766

Name Changed: 05/01/1995

Address Changed: 03/12/2020

Officer/Director Detail

Name & Address

Title P

MCNAMARA, THOMAS J
662 LAKE MILLS RD



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/23

SOUTHERN DEVELOPMENT AND CONSTRUCTION INC
2544 CONNECTION PT
OVIEDO, FL 32765

Account #: 114762

REGULATED
License # - CBC060345
Qualifier- THOMAS MCNAMARA

THOMAS J MCNAMARA (OFFICER)

Receipt #: 41232022091400089

Amount Paid: \$ 45.00

Date Paid: 09/14/2022

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

SOUTHERN DEVELOPMENT AND CONSTRUCTION INC
2544 CONNECTION PT
OVIEDO, FL 32765

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. Southern Development & Construction, 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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2544 Connection Point 6 City, state, and ZIP code Oviedo, FL 32765 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	9		-	3	2	4	9	9	0	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Danae Roberts

Date ►

10/21/20

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCNAMARA, THOMAS JOSEPH

SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.
2544 CONNECTION PT
OVIEDO FL 32765

LICENSE NUMBER: CBC060345

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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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 UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCNAMARA, THOMAS JOSEPH

SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.
2544 CONNECTION PT
OVIEDO FL 32765

LICENSE NUMBER: CUC1224501

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCNAMARA, THOMAS JOSEPH

SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.
2544 CONNECTION PT
OVIEDO FL 32765

LICENSE NUMBER: EC13002610

EXPIRATION DATE: AUGUST 31, 2024

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Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



John Gatlin
BUREAU CHIEF

Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DIVISION OF STATE FIRE MARSHAL

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY
OFFICIAL COPY**

THIS CERTIFIES THAT: Thomas J McNamara
2544 Connection Point
Oviedo FL 32765
BUSINESS ORGANIZATION: Southern Development & Construction Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2022
Type: 09
Class: 14
County: Seminole
License/Permit #: 077322-0001-2008
Expiration Date: 06/30/2024



Chief Financial Officer



FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Susan@FloridaSuretyBonds.com

June 28, 2023

RE: Southern Development and Construction, Inc

To Whom It May Concern,

We are pleased to be the surety agents for Southern Development and Construction, Inc. and we have served them since 2010 with United Fire & Casualty Company, which is A.M. Best Rated "A, XI" and has a U.S. Treasury Listing of \$65,202,000.

Tom McNamara has built a fine team of professionals and remains well-equipped and capably managed. We believe that you'd be very pleased with the quality of their work and the timeliness of their schedules.

We usually anticipate no difficulties in providing surety bonds for Southern Development and Construction, Inc. in the \$50,000,000 single, \$80,000,000 aggregate range.

This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2023

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 Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Denise Jacobs, CAWC	
	PHONE (A/C, No, Ext): (601) 960-7445	FAX (A/C, No): (601) 208-8465
	E-MAIL ADDRESS: DJacobs@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Southern Development & Construction, Inc. (SDC) 2544 Connection Point Oviedo, FL 32765	INSURER A : National Union Fire Insurance Company of Pittsburg, Pa	NAIC # 19445
	INSURER B : Great American Insurance Company	16691
	INSURER C : Colony Specialty Ins Company	36927
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			9566261	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5721505	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TUU386842402	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	15853386	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			IM255814	5/1/2023	5/1/2024	Ded: \$25,000 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Florida is a covered state on the Worker's Compensation coverage.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED Southern Development & Construction, Inc. (SDC) 2544 Connection Point Oviedo, FL 32765 Seminole	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Wording

The general liability policy contains blanket additional insured wording, including ongoing & completed operations on a primary & non-contributory basis when required by written contract. The automobile liability policy contains blanket additional insured wording on a primary & non-contributory basis when required by written contract. The umbrella policy includes additional insureds as provided by the underlying general liability and/or automobile liability policies when required by written contract. The General Liability, Auto Liability & Workers compensation policies include blanket waiver of subrogation when required by written contract. Blanket 30 Day Notice of cancellation in favor of the certificate holder. All coverage is subject to policy terms, conditions and exclusions.

Pollution Coverage:

Policy# G71778162003

Policy Term: 5/1/2023 - 5/1/2024

Issuing Company: Westchester Surplus Lines Insurance Company

Each Pollution Condition: \$2,000,000 / Aggregate: \$4,000,000

Deductible: \$5,000 each pollution condition

ENDORSEMENT

This endorsement, effective 5/1/2023 12:01 A.M. forms a part of

policy No. 5721505 issued to Southern Development & Construction, Inc.

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 5/1/2023

12:01A.M.

Policy No. 5721505

issued to Southern Development & Construction, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



**Authorized Representative or
Countersignature (in States Where
Applicable)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 5/1/2023 12:01 AM1

forms a part of Policy No. 15853386

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 5/1/2023 forms a part of

Policy No. 5721505 issued to Southern Development & Construction, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 5/1/2023 forms a part of

Policy No. 15853386 issued to Southern Development & Construction, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 5/1/23 forms a part of

Policy No. 9566261

issued to Southern Development & Construction, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)


AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 5/1/2023 forms a part of

Policy No. 5721505 issued to Southern Development & Construction, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

Adam Bergdahl

From: Josh Huynh <josh@marlinconstruction.net>
Sent: Thursday, August 3, 2023 2:01 PM
To: Adam Bergdahl
Cc: Sky Fayne; Sonny Fayne
Subject: Wiley M. Nash WRF Upgrades
Attachments: Wiley Nash WRF Bid Form - 8.3.2023.pdf

Adam, please see attached bid form for the Wiley WRF. Let us know if you have any questions.

We look forward to hearing from you, and appreciate the opportunity!

Regards,

Josh Huynh



1304 Canopy Oaks Dr.
Minneola, FL 34715
O: 407-863-1483
M: 407-341-5452

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Site Work Subcontractor

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Marlin Construction Company, Inc

Contact Name: Josh Huynh Title: President

Address: 1304 Canopy Oaks Dr.
Minneola, FL 34715

Phone Number: 407-863-1483 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|--------------------------|--------------------------------|
| ☐ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☐ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 7/10/23

No. Three Dated 7/28/23

No. Two Dated 7/24/23

No. Four Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Work Package	1	LS	\$ <u>1,408,760.32</u>	\$ <u>1,408,760.32</u>
2.	Silt Fence	10,000	LF	\$ <u>26.95</u>	\$ <u>269,500.00</u>
3.	Site Laydown Setup	1	LS	\$ <u>301,980.00</u>	\$ <u>301,980.00</u>
4.	Sidewalks	375	SY	\$ <u>79.70</u>	\$ <u>29,887.50</u>
5.	Asphalt Paving	5,500	SY	\$ <u>69.96</u>	\$ <u>384,764.49</u>
6.	Temporary Structure Access Roads	1,000	SY	\$ <u>48.97</u>	\$ <u>48,970.00</u>
7.	Stone Buffer	750	SY	\$ <u>48.75</u>	\$ <u>36,562.50</u>
8.	Sod	150,000	SF	\$ <u>0.45</u>	\$ <u>67,500.00</u>
9.	Seed/Mulch	100,000	SF	\$ <u>0.11</u>	\$ <u>11,000.00</u>
10.	Payment & Performance Bond	1	LS	\$ <u>51,500.45</u>	\$ <u>51,500.45</u>
11.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>2,610,525.26</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SRF & BABA CONFORMANCEBase Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): **YES** NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

V. Josh Huynh

Digitally signed by V. Josh Huynh
DN: C=US, E=josh@marlinconstruction.net,
O="Marlin Construction Company, Inc.", CN=V.
Josh Huynh
Date: 2023.08.03 16:43:47-04'00'

Signature

Josh Huynh / President

Print Name / Title

8/3/2023

Date

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 2 - Subgrade Improvements

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description	Earth Tech, LLC		LRE Foundation Repair		Keller		Helicon USA	
	Dave Ronda		Dan Stanley		Jared Horvitz		Bob Burgen	
	813-909-8000		352-585-1806		813-884-3441		813-313-9640	
Base Bid Before Alternates	\$ 1,394,506.00		\$ 1,766,600.00		\$ 2,306,000.00			
Mobilization	\$ 10,000.00		\$ 8,000.00		\$ -		\$ -	
Grout Pipe Installation	\$ 272,000.00		\$ 244,800.00		\$ -		\$ -	
Pressure Grouting	\$ 1,083,600.00		\$ 1,470,000.00		\$ -		\$ -	
Injection Point Survey Layout	\$ 15,000.00		\$ -		\$ -		\$ -	
Payment and Performance Bonds	\$ 13,806.00		\$ 43,700.00		\$ -		\$ -	
Indemnification	\$ 100.00		\$ 100		\$ -		\$ -	
	\$ -		\$ -		\$ -		\$ -	
	\$ -		\$ -		\$ -		\$ -	
	\$ -		\$ -		\$ -		\$ -	
	\$ -		\$ -		\$ -		\$ -	
	\$ -		\$ -		\$ -		\$ -	
Alternates/Adjustments	\$ -		\$ 90,000.00					
Injection Point Survey Layout	\$ -		\$ 90,000.00		\$ -			
	\$ -		\$ -		\$ -			
	\$ -		\$ -		\$ -			
	\$ -		\$ -		\$ -			
Bid Document Requirements								
Bid Form	Y		Y		N			
Clarifications / Exceptions	Y		Y		Y			
Acknowledged Addenda	Y		Y		N			
SRF Davis Bacon	Y		Y		N			
SRF AIS & BABA	Y		Y		N			
Additional Notes								
					Late Bid			
SUBTOTAL:	\$ 1,394,506.00		\$ 1,766,600.00		\$ 2,306,000.00		\$ -	
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:			\$ 90,000					
Total Adjusted Scope:	\$ 1,394,506.00		\$ 1,856,600.00		\$ 2,306,000.00		\$ -	
	\$ 1,394,506.00		\$ 1,856,600.00		\$ 2,306,000.00		NO BID	

Recommend award to:

Earth Tech, LLC.

Adam Bergdahl

From: COXE Daniel <dcoxe@earthtech.com>
Sent: Thursday, August 3, 2023 10:38 AM
To: RONDA David; Adam Bergdahl
Cc: BROADRICK Ron; HALLIGAN Cory
Subject: RE: Wiley M. Nash WRF Upgrades Grouting Proposal
Attachments: Earth Tech Bid Form - Wiley M. Nash WRF - Bid Manual - Subgrade Improvements.pdf

Good Morning Adam,

Please see the attached bid form. Please note we have excluded the following in our proposal:

“Location, identification or and / or removal of all utilities by 3rd party GPR if required.
Earth Tech will contact “No-Cuts” or “Sunshine” to clear the site.”

“Third party inspection and or engineering services, including the testing of grout materials and any pre or post grouting test borings.”

Respectfully Yours,

Dave Ronda
Earth Tech, LLC

From: RONDA David <dronda@earthtech.com>
Sent: Thursday, August 3, 2023 8:08 AM
To: abergdahl@whartonsmith.com
Cc: BROADRICK Ron <rbroadrick@earthtech.com>; COXE Daniel <dcoxe@earthtech.com>; HALLIGAN Cory <CHalligan@Earthtech.com>
Subject: Wiley M. Nash WRF Upgrades Grouting Proposal

Good Morning Adam,

Not one to disappoint, Please find attached our proposal for the Wiley M. Nash WRF Job. Please call if you have any questions or if you need anything else from us! I’m sure Dan will be calling you in a little bit just to harass you 😊. We look forward to working with you on this important project.

Respectfully Yours,

Dave Ronda
Earth Tech, LLC
(813) 245-3511

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Subgrade Improvements Subcontractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Earth Tech, LLC
Contact Name: Ron Broadrick Title: President
Address: 2620 Hunt Road
Land O' Lakes, Florida 34638
Phone Number: 813-909-8000 Fax: 813-909-8001

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 2 Dated 7/24/23

No. 3 Dated 7/28/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Mobilization	2	EA	\$ 9,500.00 / \$500.00	\$ 10,000.00
2.	Grout Pipe Installation	13,600	LF	\$ 20.00 / LF	\$ 272,000.00
3.	Pressure Grouting	4,200	CY	\$ 258.00 / CY	\$ 1,083,600.00
4.	Injection Point Survey Layout	1	LS	\$ 15,000.00	\$ 15,000.00
5.	Performance & Payment Bond	1	LS	\$ 13,806.00	\$ 13,806.00
6.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 1,394,506.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

One Million Three Hundred Ninety Four Thousand Five Hundred Six Dollars

SRF & BABA CONFORMANCE Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

YES ☒ NO
 YES ☒ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

 Signature	Ron L. Broadrick / President Print Name / Title	8/3/23 Date
--	--	----------------------

Adam Bergdahl

From: Dan Stanley <daniel.stanley@lregsi.com>
Sent: Wednesday, August 2, 2023 8:48 AM
To: Adam Bergdahl
Subject: RE: Wiley M. Nash WRF Upgrades,
Attachments: LRE - Wiley WTP Bid Form .pdf

Morning Adam
Attached compaction Grout Bid
Thanks

Dan Stanley | LRE Foundation Repair, LLC | Project Logistics Coordinator
P.O. Box 10263, Brooksville, Florida 34603 (p) 352-505-8485
(cell) 352.585.1806 (w) www.LREfoundationrepair.com

From: Dwayne Kreidler [mailto:dkreidler@whartonsmith.com]
Sent: Friday, July 28, 2023 2:43 PM
To: Dan Stanley
Cc: Adam Bergdahl; Nichole Voitel
Subject: RE: Wiley M. Nash WRF Upgrades

Dan,

Appreciate you forwarding your proposal for the subsurface bid package. At your earliest convenience, please complete the bid form in the attached bid manual (page 20 and 21 of the pdf) and resubmit the completed form with your proposal.

Forward this information to Adam Bergdahl (abergdahl@whartonsmith.com) upon your completion.

Any further questions do not hesitate to contact Adam or me.

Thank you,

Dwayne Kreidler, PE, Assoc DBIA | Senior Preconstruction Services Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL 32771
Office: (407) 321-8410 | Cell: (407) 232 -3989

From: Dan Stanley <daniel.stanley@lregsi.com>
Sent: Friday, July 28, 2023 12:58 PM
To: Dwayne Kreidler <dkreidler@whartonsmith.com>
Subject: Wiley M. Nash WRF Upgrades

Dwayne
Attached Pricing for the Compaction Grouting.
If you have to use unit cost Use:

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Subgrade Improvements Subcontractor

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: LRE Foundation Repair LLC

Contact Name: Dan Stanley Title: Commercial Sales

Address: 1115 S Main Street., Brooksville, FL 34601

Phone Number: 352-505-8485 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|--------------------------|--------------------------------|
| ☐ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☐ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Mobilization	2	EA	\$ <u>4,000</u>	\$ <u>8,000</u>
2.	Grout Pipe Installation	13,600	LF	\$ <u>18.00</u>	\$ <u>244,800</u>
3.	Pressure Grouting	4,200	CY	\$ <u>350.00</u>	\$ <u>1,470,000</u>
4.	Injection Point Survey Layout	1	LS	\$ <u>NIC</u>	\$ <u>NIC</u>
5.	Performance & Payment Bond	1	LS	\$ <u>43,700</u>	\$ <u>43,700</u>
6.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>1,766,500</u>

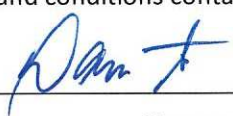
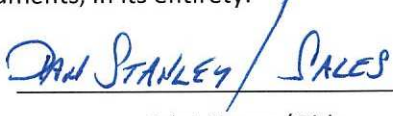
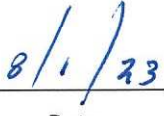
(TOTAL BASE BID AMOUNT WRITTEN IN WORDS) ONE MILLION SEVEN HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED DOLLARS

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature Print Name / Title Date

ATTACHMENT A

July 28th, 2023

TO: Wharton Smith Inc.
750 Monroe Road
Sanford, FL 32771

RE: Wiley WTP
1102 S Amelia Ave.
Deland, FL

LRE Proposal # 23-0728-101

LRE Foundation Repair, LLC, (hereinafter to be known as “LRE” or “LRE Foundation Repair, LLC”) is pleased to submit the following proposal to **Wharton Smith (hereinafter to be known as “Customer”)** for the Compaction Grouting at the above referenced location. Our proposal is based on information provided in the **Bechtol Engineering project no G22054 dated December 22, 2022**. If both LRE Foundation Repair, LLC, and the Customer shall be in agreement as to the terms contained within this proposal, then upon receipt of authorization and the execution by both parties’ signatures, this proposal shall be construed as **A CONTRACT** between LRE Foundation Repair, LLC and the undersigned Customer indicated below.

Scope of Work: LRE will furnish the Supervision, Labor, Materials, and Equipment necessary to install the Compaction Grout for the above referenced project. LRE proposes to use low-slump grout, installing **(13,600)** linear feet of grout injection pipe utilizing **(340)** primary grout injection points to an estimated **(40)** foot average depths each and pumping an estimated **(4,166)** cubic yards of grout. The grouting procedure requires the injection of sand-cement and fly ash grout under high pressure to compact and displace the soils. The installation of two-inch to three-inch steel casing beneath the ground surface will be made at various locations as directed by the Engineer of Record. As the grouting operation proceeds, the steel grout pipe will be extracted.

COMPACTION GROUT				
DESCRIPTION	QUANTITIES	UNITS	UNIT PRICE	ESTIMATED TOTALS
MOBILIZATION	1	LUMP SUM	\$8,000.00	\$8,000.00
INSTALL GROUT CASINGS	13,600	LINEAR FEET	\$18.00	\$244,800.00
GROUT INSTALLATION ESTIMATED 25 CY PER DAY	160	PER DAY	\$3,000.00	\$480,000.00
GROUT COST DELIVERED & RETURNED	4,166	CUBIC YARD	\$220.00	\$916,520.00
ENGINEERING FEES				EXCLUDED
TOTAL ESTIMATED COST (VALID FOR 30 DAYS)				\$1,649,320.00

Total Estimated Cost is for bidding purposes. “Grout installation” is Labor and Equipment for the Grout injection procedure, invoiced per day as required to perform scope of work. “Grout Cost”, will be charged for actual grout quantities delivered and returned

PERMIT FEES, IF REQUIRED, INVOICED AT ACTUAL COST.

FINAL INVOICE TO BE PAID UPON COMPLETION.

THIS SHEET (Attachment A) WILL BE INCLUDED IN ANY MUTUAL CONTRACT AGREEMENT.

FINAL CONTRACT AGREEMENT WILL BE EXECUTED BY ALL PARTIES (4 WEEKS) PRIOR TO LRE’S MOBILIZATION.

ANY PRIVATE UNDERGROUND UTILITIES MUST BE LOCATED (BY OTHERS) PRIOR TO LRE’S MOBILIZATION.

CONTRACTOR TO PROVIDE WATER SUPPLY FOR GROUTING OPERATIONS.

Wiley WTP

LRE Proposal No.: 23-0728-101

Adam Bergdahl

From: Dwayne Kreidler
Sent: Friday, August 4, 2023 8:35 AM
To: Adam Bergdahl
Cc: Nichole Voitel
Subject: Fwd: Wiley M. Nash WRF Upgrades
Attachments: image001.png; Keller - Wiley M Nash WRF - CG.pdf

Got the bid from Keller. They did not submit on the bid form.

Thank you,

Dwayne Kreidler
(407) 232-3989
(Sent from phone)

Begin forwarded message:

From: "Horvitz, Jared" <JSHorvitz@keller-na.com>
Date: August 3, 2023 at 3:00:31 PM EDT
To: Dwayne Kreidler <dkreidler@whartonsmith.com>
Cc: "Horvitz, Jared" <JSHorvitz@keller-na.com>
Subject: Wiley M. Nash WRF Upgrades

Dwayne,

Please find attached Keller's budget for Compaction Grouting on the above referenced project. Feel free to give me a call should you have any questions.

Thanks,

Jared Horvitz, P.E. Project Manager
Keller – North America
5461 W. Waters Avenue Suite 900 Tampa, FL 33634
t: +1-813-884-3441
m: +1-813-442-9420
e: jshorvitz@keller-na.com

keller-na.com | [LinkedIn](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

August 3, 2023

Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771

ATTENTION: Dwayne Kreidler

REFERENCE: Compaction Grouting
Wiley M. Nash WRF Upgrades
Deland FL
Keller File No. OP0027205

Dwayne:

Keller North America, Inc (Keller) is pleased to present this budget for Compaction Grouting on the above referenced project.

This budget is based upon the following:

1. Geotechnical Engineering Report prepared by Bechtol Engineering and Testing, Inc date December 14, 2022
2. Compaction Grouting Scope of work to be completed under the direction of the Geotechnical Engineer of Record and its report.
3. Not following the basis of payments as set in the provided Bid Form, Keller proposed to complete the required work on a daily and unit rate basis.
4. Keller performing the casing installation using Rotary Flush drilling methods.

PROBLEM DESCRIPTION

Keller has reviewed the information to provide a budget for Compaction Grouting (CG) on the above referenced project. We understand the compaction grouting program is intended to stabilize the loose sandy soils encountered. Keller will perform this work at the direction of the Geotechnical Engineer.

Keller North America, Inc.
5461 W Waters Avenue, Suite 900
Tampa, FL 33634

t: 813-884-3441



GROUTING PROGRAM

We will follow the provided grouting recommendations and scope. Keller will install the estimated 340 grout points at the locations specified by Bechtol. Bechtol has provided an estimated volume of 4200 CY for treatment of the Clarifier Tanks and Oxidation Ditches.

COMPACTION GROUT WORK PLAN

Rotary flush drilling equipment will install a minimum nominal 73-114 mm diameter flush joint steel casing (grout pipe) at grout point locations as directed by the geotechnical engineer. The casing will extend to a depth estimated to be 40' below existing grade or practical refusal.

The injection of compaction grout consists of pumping a low slump, sand-cement grout under pressure into the ground at grout injection points. The elevation of adjacent ground surfaces within 5 ft of the drill location are monitored by Keller during the grouting process.

The depth, location and pumping pressure of each grout point may be modified by the geotechnical engineer during grouting depending upon field conditions. Secondary grout pipes may be added at the geotechnical engineer's discretion based on the grout intake of the primary injection points.

SITE ACCESS

A brief site meeting prior to our mobilization will be necessary to clarify our access requirements and any potential problem areas.

We trust this budget is of interest to you and we look forward to being of service. If we can be of any assistance in clarifying any points in this budget, please contact us at (813) 884-3441.

Sincerely,
Keller North America, Inc.



Jared Horvitz, P.E.
Project Manager

Keller proposed to perform the work described in the accompanying letter for the unit prices listed below. It should be understood that final payment is determined upon actual quantities. The quantities are listed for budget purposes only.

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization/Demobilization of Compaction Grouting Crew and Equipment	2	L.S.	\$40,000	\$80,000
02	Daily Crew/Equipment Rate	84	Days	\$14,000	\$1,176,000
03	Compaction Grout Batched and Delivered	4200	CY	\$250	\$1,050,000
04	Plant opening fees (Cost + 20%)				
05	Lost or Damaged Casing (Cost + 20%)				

Estimated Total \$2,306,000

CLARIFICATIONS:

Keller plans on using 1 rig working 5 days per week.

Grout quantities and durations are based on information provided and could exceed the estimate. The duration above is based on receiving a minimum of 50 CY per day.

Day rate to begin once Keller's equipment arrives on site and ends when the equipment leaves the site including any test programs, partial days, weather delays, client delays and downtime due to material delivery beyond the control of Keller North America, Inc.

Day rate includes any downtime caused by equipment downtime up to four hours.

The prices of materials and delivery contained in this bid or contract are those in effect as of (7/31/2023); Keller shall be reimbursed for all increases in the cost of material or delivery as of the date of installation plus 20% overhead and profit.

UNIT PRICES:

1. Payment and performance bonds: 1.2%

Keller has not included the following items and will require these to be provided/performed by others:

1. **Site access requirements, escorting and badging and MOT if required.**
2. The site is stripped, cleared, and grubbed by others with a firm, level platform provided for Keller's work.
3. The general contractor shall provide safe, uninterrupted access for Keller's and its suppliers' equipment and material trucks operating under their own power.



4. **The CG process will create a significant amount of surface water and deposit fines on the surface. Keller will not construct or provide temporary ditches, berms, labor, and pumps which may be required to control the water.**
5. **Location, protection relocation or removal of any conflicting utilities or structures. All work must be 20 feet from existing power lines.**
6. Layout of compaction grouting locations as proposed by the geotechnical engineer.
7. A 2-inch water source providing approximately 100 gpm adjacent to the project site and procurement of a water meter.
8. Any required 3rd party testing and inspection including monitoring of the CG work, **Heave Monitoring**, Preconstruction Surveys, **Standard Penetration Testing (SPTs)** and Compressive Testing of grout samples.
9. Following the completion of the CG, the site will require regrading and surface compaction and restoration.
10. **Drill and grout spoil cleanup and all site restoration following completion of CG operations.**
11. **As Keller is currently unaware of the liquidated damage terms for this project, Keller's current schedule and price does not consider liquidated or other damages. Keller reserves the right to negotiate, in good faith, the final AP construction schedule, price, and liquidated and other damage terms.**
12. **This Proposal does not include additional pricing for 'Buy America/n' provisions. If this is a requirement, the pricing may vary accordingly.**

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 3 - Demolition

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		PAW Demolition		Pece of Mind		CES		
		John Warych		Steve Pece		Todd Delay		
		727-534-8505		407-568-3456		407-509-5871		
Base Bid Before Alternates		\$ 145,875.00				\$ 102,400.00		
Mobilization	Y	\$ 11,500.00		\$ -		\$ -		\$ -
Demolition Package	Y	\$ 131,697.00		\$ -	Y	\$ 102,300.00		\$ -
Deduct for Sludge Bldg Removal by Others	N	\$ -		\$ -	N	\$ (15,000.00)		\$ -
Payment and Performance Bonds	Y	\$ 2,578.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ 100	Y	\$ 100.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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Alternates		\$ -				\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y				N		
Clarifications / Exceptions		Y				Y		
Acknowledged Addenda		Y				N		
SRF Davis Bacon		Y				N		
SRF AIS & BABA		Y				N		
Additional Notes								
					No bid at bid time			
					Incomplete bid			
SUBTOTAL:		\$ 145,875.00		\$ 100.00		\$ 87,400.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 145,875.00		\$ 100.00		\$ 87,400.00		\$ -
		\$ 145,875.00		\$ 100.00		\$ 87,400.00	NO BID	

Recommend award to:

PAW Demolition

Adam Bergdahl

From: Derek Wohlfiel <derek@pawdemo.com>
Sent: Thursday, August 3, 2023 11:24 AM
To: Adam Bergdahl
Cc: Dominick Demao; Rick Wohlfiel
Subject: RE: Wiley Nash - Metal Structure
Attachments: 23-470 Wiley M Nash WRF Bid Package_PAW.pdf

Adam,

See attached bid package.

Let us know if anything else is needed for clarity.

Thank you,

Derek Wohlfiel

Project Manager
(727) 351-2068



From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Tuesday, August 1, 2023 4:35 PM
To: Derek Wohlfiel <derek@pawdemo.com>
Cc: Dominick Demao <dominickd@pawdemo.com>; Rick Wohlfiel <rick@pawdemo.com>
Subject: RE: Wiley Nash - Metal Structure

Thanks sir!

Please call me if you have any questions.

Thanks!

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Derek Wohlfiel <derek@pawdemo.com>
Sent: Tuesday, August 1, 2023 4:23 PM
To: Adam Bergdahl <abergdahl@whartonsmith.com>
Cc: Dominick Demao <dominickd@pawdemo.com>; Rick Wohlfiel <rick@pawdemo.com>
Subject: RE: Wiley Nash - Metal Structure

Gotcha, will get it buttoned up tomorrow and sent over on the form. Forgot there was the bid form for this one, it won't be a problem.

Thank you,

Derek Wohlfiel

Project Manager
(727) 351-2068



From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Tuesday, August 1, 2023 4:14 PM
To: Derek Wohlfiel <derek@pawdemo.com>
Cc: Dominick Demao <dominickd@pawdemo.com>; Rick Wohlfiel <rick@pawdemo.com>
Subject: RE: Wiley Nash - Metal Structure

Derek,
I need this quote on the bid form provided in the bid manual. I also need a complete number. We can't exclude anything. I need a complete quote for the full scope.

Thank you,

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Derek Wohlfiel <derek@pawdemo.com>
Sent: Tuesday, August 1, 2023 4:08 PM
To: Adam Bergdahl <abergdahl@whartonsmith.com>
Cc: Dominick Demao <dominickd@pawdemo.com>; Rick Wohlfiel <rick@pawdemo.com>
Subject: RE: Wiley Nash - Metal Structure

Adam,

See attached proposal for the demolition scope, we did not put a number on the two structures where there is no drawings, but can send over a revision when the 100% drawings are released.

Give us a call with any questions, thank you,

Derek Wohlfiel

Project Manager
(727) 351-2068





Wiley M. Nash WRF
-Demolition Proposal-

Prepared By: PAW Demolition
Date 8/2/2023



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"Striving for excellence through creativity and skill to provide the best service and quality of product for our customers."

Introduction: Why PAW?

PAW Demolition (PAW) respectfully submits the following workplan for your consideration and review. We believe our extensive experience and recognized reputation as an industry leading demolition contractor makes us uniquely qualified to undertake a project of this magnitude and sensitivity.

Over the last two decades, we have grown and established ourselves as a premiere southeast United States contractor that has extensive selective and complete demolition experience in both the management and execution side of the following industries:

- Commercial & Residential Demolition – Including Schools & Intricate Residences
- Industrial Water & Wastewater Treatment Facilities
- Heavy Highway – Bridges and Roadway
- Power Plant Decommissioning
- Brownfields Reclamation
- On site portable crushing
- Material Hauling and Recycling

We have achieved our prominent industry leading status by assembling a diverse team of engineering, management, and field professionals. It has been a priority of the PAW ownership to continually make investments in new, state-of-the-art, equipment. Our past clients will solidify this reputation in terms of safety, compliance, on-time & early completion, and cost control. We are a member of the National Demolition Association, we are fully insured, bondable, and have the resources and financial capability to take on this project.

The PAW approach to this project will be based on delivering an operational plan and schedule, keeping mind the milestones described in the preliminary talks. PAW Demolition looks forward to the opportunity to provide services for this project and to assist in the continually improvement of our community. We appreciate your consideration on this project.

Sincerely,

Team PAW



"Striving for excellence through creativity and skill to provide the best service and quality of product for our customers."

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Demolition Subcontractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: PAW Materials, Inc. dba PAW Demolition
Contact Name: Derek Wohlfiel Title: Estimator
Address: 6640 CR 52 Hudson, FL 34667

Phone Number: 727.351.2068 Fax:

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form
☐	Sanctions and Litigation
☒	Licenses (As Applicable)
☒	Proof of Bonding Capability
☐	Meets SRF Program Requirements

☐	Value Engineering Proposal
☒	List of Subcontractors
☒	Certificate of Insurance
☒	Clarifications (if Applicable)
☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23

No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item	No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		Mobilization	5	EA	\$ 2,300.00	\$ 11,500.00
2.		Demolition Package	1	LS	\$ 131,697.00	\$ 131,697.00
3.		Deduct for Sludge Bldg Removal By Others	1	LS	\$ 0.00	\$ 0.00
4.		Performance & Payment Bond	1	LS	\$ 2,578.00	\$ 2,578.00
5.		Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:						\$ 145,875.00

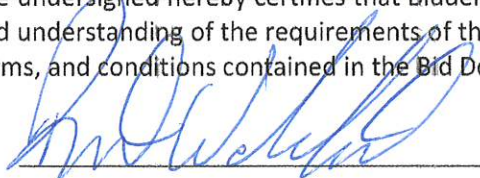
(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Richard Wohlfiel/President

Print Name / Title

8/3/23

Date

Qualifications

John Warych – Head Estimator

Johnw@pawdemo.com – (727) 534 – 8505

32 years of demolition experience as foreman / superintendent / PM / estimator

Underground utilities experience

State of Florida licensed asbestos contractor

OSHA 30



Dominick DeMao – Estimator / Project Manager

Domd@pawdemo.com – (727) 514 – 0527

Civil Engineering – University of South Florida

12+ years of demolition experience as a laborer/foreman/super/PM/estimator

3+ years of demolition experience as project manager

OSHA 30 HR, Hazwoper 40, Asbestos Handler



Zachary Doyle – Estimator

Zachd@pawdemo.com – (727) 364 – 3121

10+ years of demolition experience

20+ years of leadership experience

2+ Million SF of commercial demolition completed

Estimating background in all industries including materials & crushing



Derek Wohlfiel – Estimator / Project Manager

Derek@pawdemo.com – (727) 351 – 2068

B.S Civil Engineering – University of Florida

4+ years of demolition experience as superintendent / PM / estimator

5+ years of site work and asphalt paving experience as superintendent

OSHA 30



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Billy Hester – General Superintendent
Billyh@pawdemo.com – (727) 755 – 3956

7+ years of demolition experience as operator / foreman / superintendent
2+ years of site work and underground utility installation
Crane & Rigging expertise
JLA/OSHA 30/Asbestos Certified



Brian Cardinal – General Superintendent
brianc@pawdemo.com – (727) 919-9069

32+ years of demolition experience as operator / foreman / superintendent
12 years of experience as owner of wellfield pipeline company in Saudi Arabia & Kuwait
8 additional years of experience in construction field in Middle East
Hazwoper 40, OSHA 30, JLA Badged



References, Experience, & Capabilities

General Information

- **Florida Office Address:** 6640 SR 52 Bayonet Point, FL 34667
- **Contractor License Number(s) & State:** CGC1526440, Florida
- **Years in Business Under Present Name:** 33 Years
- **Years Performing the Pursued Scope of Work:** 22 Years
- **Value of Work Now Under Contract:** \$19,205,570.48
- **Value of Work Remaining:** \$10,999,487.49
- **Company Average Annual Revenue Per Year Over the Past Three Years:** \$18,338,780.00
- **Percent of Work Generally Performed by Own Force:** 90%
- **Total Number of Permanent Staff Presently Employed by Firm:** 100%
- **The Above Referenced Permanent Staff Employed Includes the Following:**
 - Project Managers: 7
 - Superintendents / Supervisors: 2
 - Foremen: 7
 - Operators: 13
 - Skilled Manpower: 20

Personal References:

- **Garney Construction, Inc.**
 - Contact Name: Norm Viggiano; Telephone: 407.509.6919; Email: nviggiano@garney.com
- **Dorvidor Management Co.**
 - Contact Name: Spencer Bartram; Telephone: 305.205.6737; Email: spencer@dorvidor.com
- **PCL Construction, LLC**
 - Contact Name: Cory Westphal; Telephone: 813.310.4159; cdwestphal@pcl.com



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Customer: Tampa International Airport

- **Contact:** Dan Seeley
- **Address:** 4100 George J Bean Pkwy, Tampa, FL 33607
- **Phone Number:** (813) 675-5122
- **Email:** dseeley@tampaairport.com
- **Project Name:** Tampa International Airport – Redside Garage Demolition
- **Project Location:** 4100 George J Bean Pkwy, Tampa, FL 33607
- **Contractor Project Manager:** Derek Wohlfel
- **Site Superintendent:** Todd Green
- **Contract Amount:** \$3,655,246.15
- **Date Project Commenced:** 1/7/2019
- **Date of Substantial Completion:** 2/7/2020
- **Date of Final Completion:** February 2020
- **Description of Work:** Demolition of 7-story exterior parking structure. Including creative engineering in preparation for implosion, demolition of remaining structures, processing of demo material, site restoration, and recycling of concrete for road-base on future endeavors.



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Customer: Garney Construction

- **Contact:** Norm Viggiano
- **Address:** 370 E Crown Point Rd
- **Phone Number:** (407) 509-6916
- **Email:** nviggiano@garney.com
- **Project Name:** River Oaks Wastewater Treatment Plant Demolition
- **Project Location:** 9805 Sheldon Road, Tampa, FL 33635
- **Contractor Project Manager:** Derek Wohlfiel
- **Site Superintendent:** John Warych
- **Contract Amount:** \$1,250,000.00
- **Date Project Commenced:** 12/27/2019
- **Date of Substantial Completion:** July 2020
- **Date of Final Completion:** August 2020
- **Description of Work:** Complete demolition of a wastewater treatment facility. Scope includes demolition, processing, hauling, and restoration.



Customer: Dorvidor Management Co.

- **Contact:** Spencer Bartram
- **Address:** 200 S Sixth St Ste 1300, Minneapolis, MN 55402
- **Phone Number:** (305) 205-6737
- **Email:** spencer@dorvidor.com
- **Project Name:** Gulf View Mall Sears Demolition
- **Project Location:** 9409 US-19 Port Richey, FL 34668
- **Contractor Project Manager:** Derek Wohlfiel
- **Site Superintendent:** Billy Hester
- **Contract Amount:** \$503,518.00
- **Date Project Commenced:** 11/30/2022
- **Date of Substantial Completion:** 4/24/2023
- **Date of Final Completion:** 5/23/2023
- **Description of Work:** Detach of building from adjacent and active mall. Demolition and removal of sears including mezzanine, slabs & footers, mill parking lot, on-site crushing for backfill.



Site Safety

With a MOD rate below industry average, PAW has a strong safety culture, starting from the top down including an Environmental, Health & Safety Manager that conducts routine site visits and inspections both prior to and during a project. At the start of each shift, all foremen fill out an activity hazard analysis (see below) and have weekly “toolbox talks.”

Throughout the duration of any project, the goal for the PAW team is to minimize risks. This is accomplished through work plans, understanding our Hazard Communication Program and SDS, and constant supervision by project managers & site superintendents.

Every PAW trailer is equipped with all necessary PPE and tooling to perform all tasks within the demolition scope. The trailer is also equipped with material for fall protection, fire suppression, first aid, rain, hydration, and safe-off. It is communicated at every orientation that all foremen & crew have the authority to stop work because of any unsafe condition and if an emergency occurs, all jobsite personnel understand the muster point established by PAW or the GC.

Job Details		
Date _____	On-Site Foreman _____	
Job # _____	Superintendent _____	
Job Name _____		



6640 SR 52, Bayonet Point, FL 34667 : Company Main (727) 862-5956
Hank Bultchur - Environmental, Health, & Safety Manager: (727) 808-5009

PAW DEMOLITION JOB HAZARD ANALYSIS (JHA)		
TASKS	HAZARDS	CORRECTIVE MEASURES
1- _____	1- _____	1- _____
2- _____	2- _____	2- _____
3- _____	3- _____	3- _____
4- _____	4- _____	4- _____
5- _____	5- _____	5- _____
6- _____	6- _____	6- _____
7- _____	7- _____	7- _____
8- _____	8- _____	8- _____

IF HAZARDS IDENTIFIED ON THIS JHA CHANGE DURING THE DAY, "STOP WORK," REASSEMBLE THE CREW AND REASSESS THE HAZARDS BELOW

EQUIPMENT REQUIRED		
Excavator	Bull Dozer	Forklift
Mini Excavator	Roller/Compactor	Lift
Loader	Sweeper Machine	Man Lift
Skid Steer	Broom Truck	Scissor Lift
Conventional Crane	Dump Trucks	Tow Generator
Hydraulic Crane	Flatbed Trucks	Light Towers
Rigging Equipment	Water Trucks	Air Compressor
Chains/Straps	Water Cannon	Backhoe
		Other _____

TOOLS REQUIRED	
Chop Saw	Electric/Cordless Grinder
Chain Saw	Chipping Gun
Cutting Torch	Impact Wrench
Sawzall	Blower
Circular Saw	Ladders
Hand Saw	Scaffolding
Sledge Hammer	Water Hose
Misc. Hand Tools	Shop Vacuum
	Other _____

PERSONAL PROTECTIVE EQUIPMENT (PPE) REQUIRED	
Hard Hats	High-Vin Shirts or Vests
Safety Glasses	Gloves
Face Shields	Steel Toe Boots
Hearing Protection	Metatarsal/Foot Guards
Chop Saw Chaps	Face Masks / Gators
Chain Saw Chaps	N95 Dust Masks
Torching Jackets	1/2 Face Respirators
Torching Sleeves	Gas Monitors
	Other _____

HOT WORK	
[] Yes [] No	Details _____
Permit Submitted to GC/PAW?	[] Yes [] No

WORKING FROM HEIGHTS	
Testing Equipment On Site?	[] Yes [] No
[] Yes [] No	Details _____
Retrieval Plan In Place?	[] Yes [] No

CREW SIGNATURES	
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No
Print _____	Signature _____ Injured? [] Yes [] No

<< LIST ADDITIONAL COMMENTS ON THE BACK OF THIS FORM



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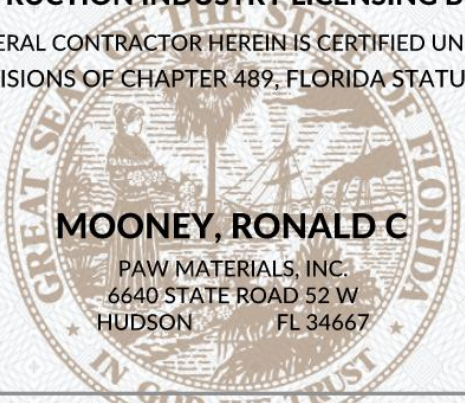
List of Subcontractors

1. Kelley Equipment Company of Florida, Inc.
2. Adena Lakeland, LLC
3. Speedy Concrete Cutting, Inc.



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Licenses

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
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			
 MOONEY, RONALD C PAW MATERIALS, INC. 6640 STATE ROAD 52 W HUDSON FL 34667			
LICENSE NUMBER: CGC1526440			
EXPIRATION DATE: AUGUST 31, 2024			
Always verify licenses online at MyFloridaLicense.com			
	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.			



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Certificate of Insurance



PAWMATE-01

BJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2023

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 ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME: Brittany Jones PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS: certs@associatesins.com														
INSURED P A W Materials Inc dba PAW Demolition 6640 State Road 52 Hudson, FL 34667	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Great American Fidelity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Westchester Surplus Lines Ins. Co.</td> <td>10172</td> </tr> <tr> <td>INSURER D : Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Great American Fidelity Insurance Company		INSURER C : Westchester Surplus Lines Ins. Co.	10172	INSURER D : Ohio Casualty Insurance Company	24074	INSURER E :		INSURER F :	
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INSURER C : Westchester Surplus Lines Ins. Co.	10172														
INSURER D : Ohio Casualty Insurance Company	24074														
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 EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Demolition & Recycli GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	GLO 2930369-00	3/31/2023	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BAP 2930370-00	3/31/2023	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X	X	TSU 4905132 00	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 2930368-00	3/31/2023	10/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Policy			G71665239 001	3/31/2023	3/31/2024	Occ/Agg 1,000,000
D	Equipment Floater			BMO60989003	3/31/2023	3/31/2024	Scheduled Equipment
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Wharton-Smith, Inc. and Project Owner are additional insured on the general liability for ongoing and completed operations when required by contract. General Liability is primary and non-contributory when required by contract. Endorsements attached. Wharton-Smith, Inc. and Project Owner are additional insured under the auto liability and umbrella liability policies as respects the operations of the named insured when required by written contract. A waiver of subrogation applies to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies in favor of Wharton-Smith, Inc. and Project Owner when required by contract.							

CERTIFICATE HOLDER Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771	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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Proof of Bonding Capabilities



FCCI Insurance Group Pre-Qualification Letter

August 2nd 2023

Wharton-Smith, Inc
750 Monroe Rd
Sanford FL 32771

Re: **PAW Materials Inc dba PAW Demo**
6640 State Rd 52
Hudson FL 34667

To Whom it May Concern:

It has been the privilege **FCCI Insurance Company** to provide surety bonds on behalf of PAW Materials Inc since April 2017, during which time PAW Materials Inc has performed and we have issued performance and payment bonds for contracts valued in the range of \$3,000,000.00 and above. In our opinion, PAW Materials Inc remains properly financed, well equipped, and capably managed.

As of August 2, 2023, **FCCI Insurance Company** and/or its subsidiary, **BRIERFIELD Insurance Company**, have provides surety credit to PAW Materials Inc for single projects up to \$6,000,000 and an aggregate uncompleted backlog of \$10,000,000 As always, **FCCI Insurance Company** reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

As of August 2nd 2023 PAW Materials Inc is utilizing 5.8 million of the 10 million bond line allowing plenty of aggregate for this bond to be issued, Of course the surety reserves the right to review bond forms and normal underwriting prior to executing such bond.

FCCI INSURANCE COMPANY is rated "A" (Excellent) with a financial size category of IX (\$500 Million) by AM Best and has a US Treasury Limit exceeding \$43 million.

Sincerely
FCCI Insurance Company
Brierfield Insurance Company

Jason Farquhar
Attorney In Fact
813 988 1234

6300 UNIVERSITY PARKWAY | SARASOTA, FL 34240-8424 | 941-907-3224 | 800-226-3224 | WWW.FCCI-GROUP.COM



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Clarifications

- PAW has not included disinfecting/cleaning of hazardous materials prior to demolition.
- PAW has not included waterproofing if needed.
- PAW has not included shoring if needed.
- PAW has not included the site tree removal.
- PAW has not included the drying mat removal scope.
- PAW has not included pavement, concrete walls, dirt road, or curbing removal.
- PAW has not included the relocation of greenhouse.
- PAW has not included the removal of portion of flume.



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Adam Bergdahl

From: Dwayne Kreidler
Sent: Wednesday, July 26, 2023 12:48 PM
To: Creative Environmental
Cc: Todd Delay; Kelly Delay; ktimson.creative@gmail.com; James Prestidge; Kevin Delay; DSCHOTTKE.CREATIVE@gmail.com; KBARKER.CREATIVE@gmail.com; maribelt.creative@gmail.com; Haley Kelley.creative@gmail.com; Kim Langan; Adam Bergdahl
Subject: RE: DELAND WILEY M. NASH WRF EXPANSION & UPGRADES DEMOLITION PROPOSAL

Todd,

Appreciate you submitting your bid proposal to us for the subject project. We are proposed to submit our final addendum this week prior to next week's bid submittal deadline.

We recommend that you review the upcoming addendum and then update and resubmit your proposal. Also, please complete the bid form with your proposal when resubmitting.

Thank you,

Dwayne Kreidler, PE, Assoc DBIA | Senior Preconstruction Services Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL 32771
Office: (407) 321-8410 | Cell: (407) 232 -3989

From: Creative Environmental <creativemobids.creative@gmail.com>
Sent: Wednesday, July 26, 2023 10:55 AM
To: Dwayne Kreidler <dkreidler@whartonsmith.com>
Cc: Todd Delay <tcdelay.creative@gmail.com>; Kelly Delay <kdelay.creative@gmail.com>; ktimson.creative@gmail.com; James Prestidge <jprestidge.creative@gmail.com>; Kevin Delay <kpdelay.creative@gmail.com>; DSCHOTTKE.CREATIVE@gmail.com; KBARKER.CREATIVE@gmail.com; maribelt.creative@gmail.com; Haley Kelley.creative@gmail.com <hkelley.creative@gmail.com>; Kim Langan <klangan.creative@gmail.com>
Subject: DELAND WILEY M. NASH WRF EXPANSION & UPGRADES DEMOLITION PROPOSAL

Dwayne,

Please see attached demolition proposal for the DeLand Wiley M. Nash WRF Expansion & Upgrades. Thank you for the opportunity to bid this project. Please review and call with any questions you might have. We look forward to hearing from you soon.

--
Thank you,

Creative Sales Team
Creative Environmental Services, Inc.

PO Box 541509 Orlando, FL 32804
M: (407) 509-5871
O: (888) 351-3755
F: (407) 210-0538
Creativedemobids.creative@gmail.com

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Professional Demolition Proposal

GENERAL CONTRACTOR: WHARTON-SMITH, INC.
CONTRACTOR CONTACT: DWAYNE KREIDLER
PROJECT NAME: DELAND WILEY M. NASH EXPANSION & UPGRADES
PROJECT LOCATION: 1101 S. AMELIA AVE., DELAND, FL
BID NUMBER: 23-969
BID DATE: 7/26/23

DWAYNE,

PLEASE NOTE THE FOLLOWING PERTAINING TO THE "DELAND WILEY M. NASH EXPANSION & UPGRADES" DEMOLITION PROJECT. PLEASE REVIEW AND CALL ME WITH ANY QUESTIONS THAT YOU MIGHT HAVE. I LOOK FORWARD TO HEARING FROM YOU SOON. CREATIVE ENVIRONMENTAL VALUES THE INVITATION TO BID.

Demolition Scope:

MOBILIZATION OF CREATIVE ENVIRONMENTAL SERVICES, INC. (CES) EQUIPMENT, MATERIALS AND EMPLOYEES. QUANTITY: ONE (1). IF ANY ADDITIONAL MOBILIZATIONS INCLUDING EQUIPMENT ARE REQUIRED THERE WILL BE AN ADDITIONAL COST OF 1,000.00 PER OCCURRENCE. IF ONLY PERSONNEL MOBILIZATION IS REQUIRED THERE WILL BE AN ADDITIONAL COST OF \$500.00 PER OCCURRENCE.

PLAN PAGE C021 DATED 5/5/23

1. REMOVE (32) TREES. (BY SITE CONTRACTOR)
2. REMOVE (3) HISTORIC LIVE OAKS. (BY SITE CONTRACTOR)

PLAN PAGE C103 DATED 5/5/23

1. REMOVE APPROX. 38,000 SF OF DRYING MATS. (BY SITE CONTRACTOR)
2. REMOVE APPROX. 20,482 SF OF ASPHALT PAVEMENT. (BY SITE CONTRACTOR)
3. REMOVE APPROX. 20,528 SF OF DIRT ROAD. (BY SITE CONTRACTOR)
4. RELOCATE GREENHOUSE BY OTHERS.
5. REMOVE APPROX. 2,472 SF OF GREENHOUSE.
6. REMOVE APPROX. 6,224 SF OF SLUDGE PUMP-OUT BUILDING TO INCLUDE FOUNDATION. (SEE ALTERNATE 1)
7. REMOVE APPROX. 2,295 SF OF BUILDING.
8. REMOVE APPROX. 2,012 SF OF FENCE.
9. REMOVE APPROX. 88 LF OF CONCRETE WALLS.
10. REMOVE APPROX. 120 LF OF FENCE AND CONCRETE BARRIERS.
11. REMOVE TREES (PREVIOUSLY COVERED)
12. REMOVE APPROX. 448 SF PORTION OF FLUME. (REMOVED FROM SCOPE)
13. REMOVE APPROX. 182 LF OF 6' WIDE SECTION OF PAVEMENT FOR NEW ALUMINUM PIPING.
14. REMOVE APPROX. 650 SF PORTION OF PAVEMENT AND CURBING. DO NOT DAMAGE STORM INLET.
15. DEMOLITION WITHIN AREA OF CHLORINE CONTACT CHAMBER (SEE PAGE S500-1)
16. DEMOLITION WITHIN AREA OF SULPHUR DIOXIDE ROOM (NO DEMO HERE PER WALK THRU)
17. DEMOLITION WITHIN AREA OF EFFLUENT PUMP STATION BY OTHERS.
18. REMOVE LIGHT POLE BETWEEN CAROUSELS #1 & #2 AND TURN OVER TO OWNER. (PER BID MANUAL) – BY ELECTRICIAN.
19. REMOVE STAIRS AND TURN OVER TO OWNER.

Creative Environmental Services, Inc
PO Box 541509 Orlando, FL 32804
Office: 888.351.3755
Fax: 407.210.0538



Professional Demolition Proposal

PLAN PAGE S500-1 DATED 3/29/23

1. REMOVE APPROX. 118 SF OF HANDRAILS, CONCRETE LANDING, AND STAIRS.
2. REMOVE PORTION OF 16" THICK CONCRETE WALL DOWN TO ELEVATION 24'. (2) 40' X 1'6"
3. REMOVE PORTION OF 16" THICK CONCRETE WALL DOWN TO ELEVATION 24.5'. (2) 7'4" X 1'
4. REMOVE (2) GATES AND TURN OVER TO OWNER.

TO INCLUDE LOAD OUT, HAUL OFF AND DISPOSAL OF ALL GENERATED DEMOLITION DEBRIS, CONCRETE, METALS, ETC. TO AN APPROPRIATE END DESTINATION.

TO EXCLUDE ADDITIONAL ITEMS NOTED MENTIONED ABOVE UNLESS NOTED OTHERWISE:

- ❖ ASBESTOS SURVEY AND/OR ABATEMENT/HAZARDOUS MATERIALS
- ❖ NIGHTS/WEEKENDS/OVERTIME/ADDITIONAL MOBILIZATIONS (UNLESS STATED IN THE PROPOSAL)
- ❖ SHORING OR BRACING OF ANY KIND / BARRICADES.
- ❖ WEATHER PROTECTION; TEMP BARRIERS, PERMITTING OF ANY KIND
- ❖ PREP, PATCH OR REPAIR OF ANY KIND
- ❖ LAYOUTS
- ❖ TEMP POWER, WATER AND LIGHTS
- ❖ NO DEMOLITION EXCEPT THAT WHICH IS EXPRESSLY STATED ABOVE
- ❖ GLUES/MASTICS/FLOOR PREP/MORE THAN ONE LAYER OF FLOOR COVERINGS
- ❖ BADGING/BACKGROUND CHECKS/FINGER PRINTING
- ❖ X-RAY/GPR/BURIED OR HIDDEN DEBRIS/FILL DIRT
- ❖ DAVIS BACON/FEDERAL WAGES/ANY WAGE REQUIREMENTS NOT SPECIFICALLY LISTED ON PROPOSAL

TOTAL COST: ONE HUNDRED TWO THOUSAND THREE HUNDRED DOLLARS \$102,300.00

ALTERNATE 1: REMOVE APPROX. 6,224 SF OF SLUDGE PUMP-OUT BUILDING TO INCLUDE FOUNDATION.

COST: \$15,000.00



Professional Demolition Proposal

TERMS AND CONDITIONS:

1. **CREATIVE ENVIRONMENTAL SERVICES, INC. IS TO RETAIN 100% SCRAP AND SALVAGE RIGHTS ON PROJECT.**
2. RETENTION ON PROJECT IS TO BE REDUCED BY HALF AT PHASE END OR PROJECT COMPLETION WHICHEVER IS APPLICABLE. THE REMAINDER OF RETENTION BY HELD WILL BE RELEASED WITHIN 30 DAYS OF PROJECT COMPLETION.
3. PAYMENT TO BE MADE WITHIN 30 DAYS OF BILLING SUBMISSION.
4. A 1.5% DISCOUNT IS OFFERED IF PAYMENT IS RECEIVED WITHIN 10 DAYS OF BILLING SUBMISSION.
5. CREATIVE ENVIRONMENTAL SERVICES, INC. WILL FILE A NOTICE TO OWNER ON ALL PROJECTS AND RESERVES THE LEGAL RIGHT TO FILE A LIEN WITHIN PERMISSIBLE TIME LIMITS. PRIOR TO THIS PROCESS CES, INC. WILL CONTACT THE GENERAL CONTRACTOR.
6. IN THE EVENT CES, INC. ENCOUNTERS ANY HAZARDOUS MATERIALS WHILE PERFORMING WORK, CES, INC MAY STOP WORK UNTIL SUCH TIME A FEE HAS BEEN NEGOTIATED BETWEEN THE GENERAL CONTRACTOR AND CES, INC. FOR THE REMOVAL OF THE HAZARDOUS MATERIALS. HAZARDOUS MATERIALS SHALL MEAN ANY MATERIAL THAT BECAUSE OF ITS QUANTITY, CONCENTRATION OR PHYSICAL CHEMICAL CHARACTERISTICS MAY POSE A REAL HAZARD TO HUMAN HEALTH OR THE ENVIRONMENT. HAZARDOUS MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO, FLAMMABLE AND COMBUSTIBLE MATERIAL, TOXIC MATERIAL, CORROSIVE MATERIAL, AEROSOLS, COMPRESSED GASES, MERCURY, ASBESTOS, BULK FUELS, MEDICAL WASTE AND CHEMICAL, BIOLOGICAL, MOLD, LEAD AND RADIOLOGICAL MATERIALS.
7. THE EXCLUSIVE VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE THE COURT WITH THE APPROPRIATE SUBJECT MATTER JURISDICTION LOCATED IN THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY. IF, HOWEVER, ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT IS THE BASIS FOR THE FORECLOSURE OF ANY LIEN FILED BY CREATIVE ENVIRONMENTAL SERVICES, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED IN THAT LIEN FORECLOSURE ACTION. FURTHER, THE PREVAILING PARTY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AWARDED ITS FEES AND COSTS INCURRED IN THAT LITIGATION.
8. CREATIVE ENVIRONMENTAL SERVICES, INC. INCLUDES THE COSTS OF INSURANCES, ETC. AS PER PROVIDED SAMPLE CERTIFICATE OF INSURANCE BY GENERAL CONTRACTOR/OWNER.
9. CREATIVE ENVIRONMENTAL SERVICES, INC. WILL SUBMIT A SCHEDULE OF VALUES FOR DELINEATION OF BILLING PERTAINING TO PERCENTAGE OF COMPLETED ACTIVITIES.

EXECUTION OF AGREEMENT:

SIGNATURE

DATE

PRINTED NAME

TODD DELAY OWNER/PRESIDENT CREATIVE ENVIRONMENTAL SERVICES, INC.

DATE

Creative Environmental Services, Inc
PO Box 541509 Orlando, FL 32804
Office: 888.351.3755
Fax: 407.210.0538

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 4 - Concrete & Masonry

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Wharton Smith		Integ-Crete		VMG Construction		
		Matt Peterson		Justin Drawdy		Adolfo Galvan		
		407-321-8410		772-216-4412		407-683-3346		
Base Bid Before Alternates		\$ 3,350,919.00				\$ 3,671,608.75		
Concrete Package	Y	\$ 3,160,319.00		\$ -	Y	\$ 3,473,200.00		\$ -
CMU Package	Y	\$ 150,000.00		\$ -	Y	\$ 140,300.00		\$ -
Sidewalks	Y	\$ 40,500.00		\$ -	Y	\$ 3,750.00		\$ -
Payment and Performance Bonds	N	\$ -		\$ -	Y	\$ 54,258.75		\$ -
Indemnification	Y	\$ 100.00		\$ -	Y	\$ 100.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates		\$ -				\$ -		
CMU in lieu of Precast Wall Panels @ UV	N	\$ -		\$ -	N	\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
		\$ -		\$ -		\$ -		
Bid Document Requirements								
Bid Form		Y				Y		
Clarifications / Exceptions		Y				Y		
Acknowledged Addenda		Y				Y		
SRF Davis Bacon		Y				Y		
SRF AIS & BABA		Y				Y		
Additional Notes								
SUBTOTAL:		\$ 3,350,919.00		\$ -		\$ 3,671,608.75		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 3,350,919.00		\$ -		\$ 3,671,608.75		\$ -
		\$ 3,350,919.00	NO BID		\$ 3,671,608.75		NO BID	

Recommend award to:

Wharton-Smith, Inc.

Adam Bergdahl

From: Matthew Peterson
Sent: Wednesday, August 2, 2023 4:00 PM
To: ailesj@deland.org; kriger@deland.org; Brad.Blais@meadhunt.com
Cc: Adam Bergdahl
Subject: Wiley Nash WRF Expansion - WSI Concrete and Masonry Bid
Attachments: WS Concrete & Masonry Bid Package.pdf

Good afternoon,

Attached is the Concrete and Masonry bid from Wharton-Smith.

We are transmitting our bid to the County one business day before the bid close in an effort to maintain the integrity of the bidding process.

All other bids are due to Wharton Smith at 2pm on Thursday, August 3rd.

Please let me know if you need any additional information.

Thank you,

Matt Peterson | Project Executive – Preconstruction Services Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771 | P.O. Box 471028, Lake Monroe, FL 32747-1028
Office: (407) 321-8410 | Fax: (407) 327-6984 | Cell: (407) 402-9484

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Concrete and Masonry Subcontractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.
Contact Name: Matthew Peterson Title: Project Executive
Address: 750 Monroe Road, Sanford, FL 32771

Phone Number: 407.321.8410 Fax: N/A

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 07.10.2023 No. Two Dated 07.24.2023

No. Three Dated 07.28.2023 No. Four Dated 07.28.2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Concrete Package	1	LS	\$ <u>3,160,319</u>	\$ <u>3,160,319</u>
2.	CMU Package	1	LS	\$ <u>150,000</u>	\$ <u>150,000</u>
3.	Sidewalks	375	SY	\$ <u>40,500</u>	\$ <u>40,500</u>
4.	Performance & Payment Bonds	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
5.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>3,350,819</u>

Three million three hundred fifty thousand eight hundred nineteen dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price	
Bid Alt A: CMU in lieu of Pre-Cast					
1.	Wall Panels @ UV Building	1	LS	\$ N/A	\$ N/A *

*Bid assumes CMU Block @ UV. Not enough information in contract documents to include precast wall panels.

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittals	<u>60 days</u>
2.	East Master Pump Station Complete	<u>210 days</u>
3.	Electrical Building SOG & CMU Complete	<u>80 days</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

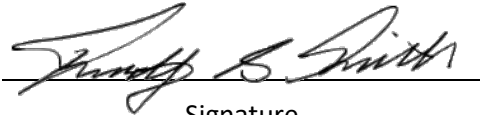
NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature
Timothy S. Smith, President/CEOTimothy S. Smith, President/CEO

Print Name / Title

08.02.2023

Date

Adam Bergdahl

From: Dwayne Kreidler
Sent: Thursday, August 3, 2023 11:34 AM
To: Adam Bergdahl
Cc: Nichole Voitel
Subject: Fwd: Wiley M Nash WRF upgrades bid
Attachments: image001.png; DeLand - Wiley M. Nash WRF - Bid Manual - Concrete Masonry.pdf

FYI, VMG's bid.

Thank you,

Dwayne Kreidler
(407) 232-3989
(Sent from phone)

Begin forwarded message:

From: Adolfo Galvan <adolfo@vmgconstructioninc10.com>
Date: August 3, 2023 at 9:48:40 AM EDT
To: Dwayne Kreidler <dkreidler@whartonsmith.com>
Subject: Wiley M Nash WRF upgrades bid

Good Morning

Please see attached bid for the referenced project

Let me know if any questions

Adolfo Galvan
Preconstruction / Operations
P 407-347-9536
F 407-877-7264
C 407-683 -3346

adolfo@vmgconstructioninc10.com

WWW.VMGCONSTRUCTIONINC10.COM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Concrete and Masonry Subcontractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: VMG Construction Inc
Contact Name: Adolfo Galvan Title: Operations Manager
Address: 43 1ST STREET
WINTER GARDEN FL 34787
Phone Number: 407 683 3346 Fax: 407 877 7264

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Concrete Package	1	LS	\$ <u>3,473,200.00</u>	\$ <u>3,473,200.00</u>
2.	CMU Package	1	LS	\$ _____	\$ <u>140,300.00</u>
3.	Sidewalks	375	SY	\$ <u>10.00</u>	\$ <u>3,750.00</u>
4.	Performance & Payment Bonds	1	LS	\$ <u>1.5%</u>	\$ <u>54,258.75</u>
5.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>3,671,608.70</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittals	<u>28 dayy</u>
2.	East Master Pump Station Complete	_____
3.	Electrical Building SOG & CMU Complete	_____

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):



NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):



NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Adolfo Galvan /Operations

Print Name / Title

08/03/23

Date

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 8 - Coatings

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Universal Painting		Cypress Coatings		Exceletech		Crom Coatings
		Dave Billingsly		Autumn Westrick		Rick Scruggs		Cliff Dykes
		864-844-3512		225-603-4102		352-394-2155		352-239-9165
Base Bid Before Alternates		\$ 1,055,959.00		\$ -		\$ 777,660.00		\$ -
Painting & Coatings	Y	\$ 1,015,249.00		\$ -	Y	\$ 751,266.00		\$ -
Payment and Performance Bonds	Y	\$ 40,610.00		\$ -	Y	\$ 26,294.00		\$ -
Indemnification	Y	\$ 100.00		\$ -	Y	\$ 100.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ -		\$ -		\$ -		\$ -
Clarifier Ext - Sealer & Coal Tar		\$ -		\$ -	N	\$ 63,315.09		\$ -
Ox Ditch Ext Coatings - Sealer & Coal Tar		\$ -		\$ -	N	\$ 126,712.98		\$ -
Ox Ditch Interior Coatings - Full		\$ -		\$ -	N	\$ 2,792,070.86		\$ -
Ox Ditch Interior Coatings - Alt 1		\$ -		\$ -	N	\$ 942,225.00		\$ -
Bid Document Requirements								
Bid Form		Y				Y		
Clarifications / Exceptions		Y				Y		
Acknowledged Addenda		Y				Y		
SRF Davis Bacon		Y				Y		
SRF AIS & BABA		Y				Y		
Additional Notes								
SUBTOTAL:		\$ 1,055,959.00		\$ -		\$ 777,660.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 1,055,959.00		\$ -		\$ 777,660.00		\$ -
		\$ 1,055,959.00		NO BID		\$ 777,660.00		NO BID

Recommend award to:

Exceletech

Adam Bergdahl

From: David Billingsley <dab@uipcl.com>
Sent: Thursday, August 3, 2023 12:31 PM
To: Adam Bergdahl
Subject: Re: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades
Attachments: Addenda 2 Bid Manual.pdf

Adam,

Please find the attached bid manual with bid form, proposal, scope of work, COI sample and bond letter. Please acknowledge receipt. Thanks.

On Wed, Aug 2, 2023 at 1:50 PM Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com> wrote:

A MESSAGE



From: Wharton-Smith, Inc. -Water Division-Estimating
Sent: Wednesday, August 2, 2023 1:50 PM ET
Email: dkreidler@whartonsmith.com
Phone: (407) 321-8410
Fax: (407) 330-1092

Dave Billingsley from Universal Painting.

Message:

Just a reminder bids are due tomorrow, August 3rd by 2:00 PM EST. As stated in Addendum 1, all bids shall be submitted electronically to Adam Bergdahl at abergdahl@whartonsmith.com. All bids must be submitted on the Bid Form provided within the bid manual to be considered responsive.

[Click here to view the project](#)

Access Number: XQ5Z-H828

For help, visit <http://www.isqft.com/start/pages/contact-support/> or call us at (877) 4CC-TOOL (422-8665).



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--

Dave Billingsley
Universal Painting Corp
4196 Merchant Plaza Unit #459
Lake Ridge, VA 22192
864 844-3512
863 594-1905 Fax

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Painting and Coatings

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Universal Painting Corporation

Contact Name: Dave Billingsley Title: Vice President

Address: 3810 Drane Field Road Suite 3
Lakeland, Florida 33811

Phone Number: 864 844-3512 Fax: 863 594-1905

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☒ | Proof of Bonding Capability |
| ☒ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Value Engineering Proposal |
| ☒ | List of Subcontractors |
| ☒ | Certificate of Insurance |
| ☒ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

None

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated July 10, 2023

No. 3 Dated July 28, 2023

No. 2 Dated July 24, 2023

No. 4 Dated July 28, 2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coatings	1	LS	\$ <u>1,015,249</u>	\$ <u>1,015,249</u>
2.	Payment & Performance Bond	1	LS	\$ <u>40,610</u>	\$ <u>40,610</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>1,055,959</u>

one million fifty five thousand nine hundred fifty nine dollars and zero cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: Themec Substitution Section 33 01 30.83	1	LS	\$ <u>(\$1,000)</u>	\$ <u>(\$1,000)</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

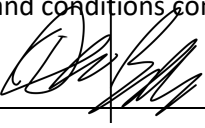
Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time - Submittal Package	<u>30 days</u>
2.	Lead Time - Material Delivery (From Release)	<u>30 days</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): ☒ YES ☐ NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): ☒ YES ☐ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Dave Billingsley Vice President

Print Name / Title

8-3-2023

Date

To:

Company:

Wharton Smith

Fax #:

Phone #:

From:

Dave Billingsley

Direct Phone:

(864) 844-3512

Email:

dbillingsley@universalpainting.com

Bid Date

3-Aug-23

2:00 PM

Submitted Date

3-Aug-23

Project:

Deland Campus - Wiley M Nash WRF Upgrade

Addenda Received:

1,2,3 and 4.

Our Proposal includes the following:

Per Plans and Specification as shown for the Divisions listed below, Bypass pumping excluded, Section 09800 excluded, Oxidation ditch and clarifier concrete excluded,

Base Bid by Specification Section:

Division	Description of Work (Listed by Area)	Amount
09 90 00 - Painting and Coating,	East Master Lift Pump Station	
09 90 00 - Painting and Coating,	Degrit/Splitter Structure	
09 90 00 - Painting and Coating,	Odor Control	
09 90 00 - Painting and Coating,	Blower/Alum Storage Building	
09 90 00 - Painting and Coating,	Oxidation Ditches - piping, equipment and motors only	
09 90 00 - Painting and Coating,	Clarifiers - piping, equipment and motors only	
09 90 00 - Painting and Coating,	RAS/WAS Pump Station	
09 90 00 - Painting and Coating,	Chlorine Contact Chamber (CCC) & associated UV System	
09 90 00 - Painting and Coating,	Electrical Building	
09 90 00 - Painting and Coating,	Generator Area	
09 90 00 - Painting and Coating,	Utility Storage Building	No Scope By others
09 90 00 - Painting and Coating,	Sludge Dewatering Building	No Scope By others
33 01 30.83 - Wetwell Lining System,	East Master Lift Pump Station	
09 90 00 - Painting and Coating,	Caulk Pipe	
Mobilization, General Conditions, Submittals, Contingency and Punch Out		
Bond Cost (If Needed)		
Indemnification		\$100
TOTAL PROPOSED AMOUNT		\$1,055,959

Number	Description of Work		Deduct
33 01 30.83	Tnemec Substitution		(\$1,000)

	Yes	No	Yes	No
Bonds Included?	XX		XX	

Materials & Labor

Universal Painting Corporation

Fax Bid Form

Proposal valid for	180 days		Labor Only		XX
Per Plans & Specs?	XX		Terms 2% NET 10, NET 15	XX	
Certified MBE or WBE?		XX	Retainage Held @ 5%	XX	
Visited Job-Site?		XX	Crew Days		285

Confidential

Exclusions/Notes:

Proposal is based on a 40-hour workweek, Electricity and Water shall be supplied by others, Blast Media shall remain on ground, All Metals are to be prepared and shop primed by others, Exclude Aluminum in contact with concrete, Exclude all Manholes unless stated above, Exclude all labels other than stencils and color coding, Exclude all pipe interiors, All water retaining structures shall be clean and maintained dry by others, All crane lifts and assistance with unloading materials and equipment shall be provide by others, Exclude FRP Ducts, Piping & Scrubbers, Payments beyond 45 days is subject to a 1.5% Fee, This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order, Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation, Prevailing wages included, Exclude all below grade pipe, No Enviroment Controls, Exclude all lead and asbestos abatement , All damaged/abraded,field welded, and beyond maximun re-coat window items that were shop/factory pre-finished will be repaired on a T&M basis outside this scope, If factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and re-prime shall be done on a T&M basis, Environmental Considerations: No containment of the work surfaces are planned. Heat for working in inclement weather has not been included. Ambient and Substrate temperature must be within manufacturers products data sheets, Includes standard provisions for General Liability and Workers Comp. If additional endorsements are required, additional costs will apply,

Above proposed amount is based on that all work must be substantially completed before 2-Nov-25
Any work beyond the above stated date may be subject to a price increase.

Confidential

Project Name	Bid Date	Estimator
Deland Campus - Wiley M Nash WRF Upgrade	8/3/2023	Dave Billingsley

Provided herein is the scope of work that Universal Painting Corp. intends to perform on the
Deland Campus - Wiley M Nash WRF Upgrade

Project bidding on 3-Aug-23

Please review the items listed to ensure that our interpretation of the project documents will meet the needs of your proposal.
This confidential information is not intended for distribution. Please acknowledge receipt and contact us if there is any conflicts.

General Conditions, Submittals, Contingency and Punch Out	Yes	No	Notes
Estimating, Submttials & Preconstruction Work	Yes		
Mobilization	Yes		
Punch Out Allowance & Demobization = 0.05 of Estimated MH	Yes		
P&P Bond			

East Master Lift Pump Station	Yes	No	Notes
5230-Metal (P&E) Submerged,	Yes		
5210-Metal (P&E) Exterior,	Yes		
6150-PVC Piping,	Yes		
5210-Metal (P&E) Exterior,	Yes		

Degrit/Splitter Structure	Yes	No	Notes
3010-Concrete Exterior,	Yes		
5210-Metal (P&E) Exterior,	Yes		
5230-Metal (P&E) Submerged,	Yes		
5210-Metal (P&E) Exterior,			

Odor Control	Yes	No	Notes
6150-PVC Piping,	Yes		

Blower/Alum Storage Building	Yes	No	Notes
3050-Concrete Containment,	Yes		
5110-Metal (Struct) Exterior,	Yes		
5110-Metal (Struct) Exterior,	Yes		
6150-PVC Piping,	Yes		

Oxidation Ditches - piping, equipment and motors only	Yes	No	Notes
5210-Metal (P&E) Exterior, 3,4, and 5	Yes		
5230-Metal (P&E) Submerged, 4	Yes		
5230-Metal (P&E) Submerged, 5	Yes		

Clarifiers - piping, equipment and motors only	Yes	No	Notes
5110-Metal (Struct) Exterior, 4	Yes		
5130-Metal (Struct) Submerged, 4	Yes		
6150-PVC Piping, 4	Yes		
5110-Metal (Struct) Exterior, 5	Yes		
5130-Metal (Struct) Submerged, 5	Yes		
6150-PVC Piping, 5	Yes		

RAS/WAS Pump Station	Yes	No	Notes
5210-Metal (P&E) Exterior,	Yes		

Chlorine Contact Chamber (CCC) & associated UV System	Yes	No	Notes
3020-Concrete Interior,	Yes		
5150-Metal (Struct) Metal Deck & Joist,	Yes		
3060-Concrete Floor,	Yes		
3010-Concrete Exterior,	Yes		
5210-Metal (P&E) Exterior,	Yes		
5230-Metal (P&E) Submerged,	Yes		

Electrical Building	Yes	No	Notes
4020-Masonry Interior CMU,	Yes		
3060-Concrete Floor,	Yes		

8020-GWB & Misc Interior,	Yes		
4010-Masonry Exterior CMU,	Yes		
5160-Metal (Struct) Metal Doors & Frame,	Yes		
Generator Area	Yes	No	Notes
5210-Metal (P&E) Exterior,	Yes		
Utility Storage Building	Yes	No	Notes
No Scope by others	No		
,			
Sludge Dewatering Building	Yes	No	Notes
No Scope by others	No		
,			
East Master Lift Pump Station	Yes	No	Notes
3030-Concrete Submerged,	Yes		
Special Sevices- , disposal	Yes		
	Yes	No	Notes
9070-General Billable Unknown Contingency,			
,			

Exclusions/Notes:
Proposal is based on a 40-hour workweek,
Electricity and Water shall be supplied by others,
Blast Media shall remain on ground,
All Metals are to be prepared and shop primed by others,
Exclude Aluminum in contact with concrete,
Exclude all Manholes unless stated above,
Exclude all labels other than stencils and color coding,
Exclude all pipe interiors,

All water retaining structures shall be clean and maintained dry by others,
All crane lifts and assistance with unloading materials and equipment shall be provide by others,
Exclude FRP Ducts, Piping & Scrubbers,
Payments beyond 45 days is subject to a 1.5% Fee,
This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order,
Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation,
Prevailing wages included,
Exclude all below grade pipe,
No Enviroment Controls,
Exclude all lead and asbestos abatement ,
All damaged/abraded,field welded, and beyond maximun re-coat window items that were shop/factory pre-finished will be repaired on a T&M basis outside this scope,
If factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and re-prime shall be done on a T&M basis,
Environmental Considerations: No containment of the work surfaces are planned. Heat for working in inclement weather has not been included. Ambient and Substrate
Includes standard provisions for General Liability and Workers Comp. If additional endorsements are required, additional costs will apply,



NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

December 3, 2021

Re: **Universal Painting Corporation**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Universal Painting Corporation**. The name of their surety is **UNITED STATES FIRE INSURANCE COMPANY**, which carries an A.M. Best Rating of **A XIII**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **UNITED STATES FIRE INSURANCE COMPANY**, should be in a position to provide **Universal Painting Corporation** Performance and Payment Bonds for single projects in the amount of \$2,000,000.00 and aggregate support in excess of \$4,000,000.00. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Universal Painting Corporation is an excellent contractor and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We do not assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

1000 Central Avenue Jessica Reno
Suite 200 Surety Bond Specialist
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335

www.nielsonbonds.com

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2021

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 Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802		CONTACT NAME: Nancy Fahising PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co INSURER B: Auto Owners Insurance Co INSURER C: American Interstate Insurance Co INSURER D: INSURER E: INSURER F:	
INSURED Universal Painting Corporation 3810 Drane Field Road Suite 3 Lakeland FL 33811		NAIC # 10190 18988 24759	

COVERAGES

CERTIFICATE NUMBER: Master

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Pollution Liability	Y		72316156	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Each Occurrence \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5097062800	12/01/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			5097057300	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL2846782020	09/30/2020	09/30/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented and Leased Equipment			72316156	09/30/2020	09/30/2021	Limit \$250,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid Number: ITB 2021-02.
 Owner: Key Largo Water Treatment District, 103355 Overseas Hwy, Key Largo, FL 33037. Engineer: The Weiler Engineering Corporation, 6805 Overseas Highway, Marathon, FL. are an Additional Insured as respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Key Largo Water Treatment Plant 10301 Overseas Hwy Key Largo FL 33037	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 
---	--

Adam Bergdahl

From: Rick Scruggs <rick@excelcoatings.com>
Sent: Thursday, August 3, 2023 9:16 AM
To: Adam Bergdahl
Subject: Wiley M. Nash WRF Upgrades - Bid
Attachments: Wiley M. Nash WRF Upgrades - Bid .pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
 Bid Package: Painting and Coatings
 To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Exceletech Coatings
 Contact Name: Rick Scruggs Title: Estimator
 Address: 221 N. Highway 27 Suite I, Clermont, FL 34711
 Phone Number: 352-394-2155 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☒	Clarifications (If Applicable)
☒	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7-11-23 No. 3 Dated 7-28-23
 No. 2 Dated 7-24-23 No. 4 Dated 7-28-23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coatings	1	LS	\$ _____	\$ 751,266.00
2.	Payment & Performance Bond	1	LS	\$ _____	\$ 26,294.00
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 777,660.00

Seven hundred seventy-seven thousand six hundred sixty

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

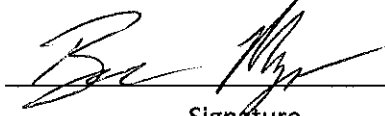
Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time - Submittal Package	7-10
2.	Lead Time - Material Delivery (From Release)	3 weeks

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Ben Mozia / VP

Print Name / Title

8/2/23

Date



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

[www. FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

August 18, 2021

RE: Exceletech Coating and Applications, LLC

To Whom It May Concern,

We are pleased to be the surety agents for Exceletech Coating and Applications, LLC. Bonds are currently written through The Gray Insurance Company which is A.M. Best Rated A-, VIII and has a U.S. Treasury Listing of \$ 13,513,000.00.

We usually anticipate no difficulties in providing surety bonds for Exceletech Coating and Applications LLC in the \$1,000,000 single, \$1,500,000 aggregate range.

This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich
Vice President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MUZIA, NICHOLAS

EXCELETECH COATING AND APPLICATIONS, LLC

5064 SE PINE KNOLL WAY
STUART FL 34997

LICENSE NUMBER: CBC1260676

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.





EXCECOA-02

DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2023

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 Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32792	CONTACT NAME:	PHONE (A/C, No, Ext): (407) 894-5431	FAX (A/C, No):
	E-MAIL ADDRESS: Certificates.FLA@HubInternational.com		
INSURED Exceletech Coating and Applications, LLC 221 North Highway #27-I Clermont, FL 34711	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIX Specialty Insurance		12833
	INSURER B: Auto-Owners Insurance Company		18988
	INSURER C: NorGuard Insurance Company		31470
	INSURER D: Westchester Surplus Lines Insurance Co.		10172
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			L1J-H885588	2/3/2023	2/3/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☒ Standard Contractual		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY			51-875495	2/3/2023	2/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							PIP \$ 10,000
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB			XL00021697	2/3/2023	2/3/2024	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	DED ☐ RETENTION \$ 0						
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EXWC394163	2/3/2023	2/3/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N ☒ Y ☐ 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				
D	☒ Pollution &			G73569709	2/3/2023	2/3/2024	Environmental 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As of the effective date of the policy, Larry Muzla, as owner, is excluded from WC.

Sample Cert For Bidding - for information only

CERTIFICATE HOLDER

CANCELLATION

*For Information Only - Sample Cert For Bidding
*Sample Cert For Bidding

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or

"your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver****Person/Organization:**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All FL Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Insured Exceletech Coating and Applications, LLC

Effective Policy No. EXWC103949

Endorsement No.
Premium

Insurance Company NorGuard Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	Any location, any project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Page 1 of 2

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.	Any location, any project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Exceletech Coatings Applications, LLC

Fax Bid Form

To: _____

Company: **Wharton & Smith**

Fax #: #N/A Phone #: 407-321-8410

From: **Rick Scruggs** Direct Phone: 407-466-4429 Email: rick@excelcoatings.com

Bid Date _____ Submitted Date 2-Aug-23

Project: City of Deland - Wiley M. Nash

Division	Description of Work (Listed by Area)	Amount
9800 - Corrosion Protection,	East Master P.S.	
9800 - Corrosion Protection,	Degrit & Flow Splitter	
9900 - Painting,	East Master P.S.	
9900 - Painting,	Degrit & Flow Splitter	
9900 - Painting,	Alum & Blower Bldg.	
9900 - Painting,	BNR	
9900 - Painting,	Clarifiers (2)	
9900 - Painting,	RAS-WAS	
9900 - Painting,	UV Expansion	
9900 - Painting,	Electrical Bldg.	
9900 - Painting,	Bashwash Relief P.S.	
General Conditions, Submittals & Mobilization		
Bond Cost (If Needed)		
TOTAL PROPOSED AMOUNT		<u>\$751,266</u>

Notes:

1.) Generator Area, Utility Storage Bldg. & Sludge Dewatering Bldg. excluded from bid price.

No information provide in drawing or contract documents.

	Yes	No		Yes	No
Bonds Included?		XX	Materials & Labor	XX	
Sales Tax Included?	XX		Labor Only		XX
Per Plans & Specs?	XX		Terms 2% NET 10, NET 15	XX	
Certified MBE or WBE?		XX	Retainage Held @ 5%	XX	
Visited Job-Site?		XX	Crew Days		

221 N Hwy 27 Suite I Clermont, Florida 34711 Phone (352) 394-2155 Fax (352) 394-5422

Exceletech Coatings Applications, LLC

Project Scope of Work

Bid Date Estimator : Rick Scruggs
Phone # 407-466-4429

Provided herein is the scope of work that Exceletech Coating. intends to perform on the

City of Deland - Wiley M. Nash

Please review the items listed to ensure that our interpretation of the project documents will meet the needs of your proposal.

This confidential information is not intended for distribution. Please acknowledge receipt and contact us if there is any conflicts.

Project .

East Master P.S.	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, Interior submerged walls & deck			
Concrete Submerged, floor			

Degrit & Flow Splitter	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, Interior submerged walls			
Concrete Submerged, floor			

East Master P.S.	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, Exterior exposed DIP			
PVC Piping, 2" RW			
MISC- , trimming & caulking flanges			
Concrete Below Grade, Exterior Below Grade			

Degrit & Flow Splitter	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, Exterior exposed DIP			
MISC- , trimming & caulking flanges			
Concrete Below Grade, Exterior Below Grade			
Concrete Exterior, Exterior Above Grade (rubbed by others)			

Alum & Blower Bldg.	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Floor, Per Drawing S201-1 (Concrete sealer)			
PVC Piping, Alum PVC piping			
Concrete Exterior, Exterior Above Grade (rubbed by others)			

BNR	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, Mixers & Impellers (6)			
Metal (P&E) Exterior, Gear Drives & Electrical Actuators			
PVC Piping, Reuse Water Lines - PVC			

Clarifiers (2)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Submerged, Clarifier Mechanisms (2)			
Metal (P&E) Exterior, Exposed Walkways			
Metal (P&E) Exterior, Exterior DIP			

RAS-WAS	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, Exterior exposed DIP			
MISC- , trimming & caulking flanges			

UV Expansion	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Metal (P&E) Exterior, Exterior exposed DIP			
MISC- , trimming & caulking flanges			
Concrete- , Pre-cast Electrical Rm. Interior walls & ceiling (rubbed by others)			
Concrete Floor, Electrical Rm. - Floor			
Concrete Exterior, Exterior Precast (rubbed by others)			

Electrical Bldg.	Yes	No	Notes
9070-General Billable Unknown Contingency,			

Exceletech Coatings Applications, LLC

Masonry Exterior CMU, Splitface CMU Exterior			
Masonry Interior CMU, Interior CMU			
GWB & Misc- , Ceiling			
Concrete Floor,			

Bashwash Relief P.S.	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, Interior submerged concrete (Raven 405)			

Exclusions/Notes:

Proposal is based on a 40-hour workweek,
 Electricity and Water shall be supplied by others,
 All Metals are to be prepared and shop primed by others,
 Exclude Aluminum in contact with concrete,
 Exclude all Manholes unless stated above,
 Exclude all labels other than stencils and self-adhesive pipe markers ,
 Exclude all pipe interiors,
 Exclude all tank floors/bottom unless otherwise stated,
 All water retaining structures shall be clean and maintained dry by others,
 All crane lifts and assistance with unloading materials and equipment shall be provide by others,
 Exclude FRP Ducts, Piping & Scrubbers,
 Payments beyond 45 days is subject to a 1.5% Fee,
 This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order,
 Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation,
 Bid price based on Davis Bacon as required,
 Exclude all below grade pipe,
 Exclude all lead and asbestos abatement ,
 All damaged/abraded field welded and beyond maximum re-coat window items that were shop/factory pre-finished will,
 be repaired on a T&M basis,
 if factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and reprime,
 shall be done on a T&M basis,
 No Environment Controls, weather has not been included. Ambient and Substate Temperature must be within manufacturers ,
 products data sheets,

To: Adam Bergbahl

Company: Wharton & Smith

Fax #: #N/A Phone #: 407-402-5472

From: Rick Scruggs Direct Phone: 407-466-4429 Email: rick@excelcoatings.com

Bid Date _____ Submitted Date 4-Aug-23

Project: City of Deland - Wiley M. Nash - Clarifiers & BNR's

Division	Description of Work (Listed by Area)	Amount
9900 - Painting,	Clarifiers (2) - Exterior (above grade to 1' below grade)	\$50,745
9900 - Painting,	Clarifiers (2) - Exterior (1' below grade to bottom of clarifier)	\$10,429
9900 - Painting,	BNR's (2) - Interior (full height of wall & underside of deck)	\$2,697,653
9900 - Painting,	BNR's (2) - Exterior (above grade to 1' below grade)	\$107,293
9900 - Painting,	BNR's (2) - (1' below grade to bottom of BNR's)	\$15,135
General Conditions, Submittals & Mobilization		\$99,615
Bond Cost (If Needed)		

TOTAL PROPOSED AMOUNT

\$2,980,870

Alternates:

Number	Description of Work	
<u>1</u>	<u>BNR's - Interior alternate 1' below normal water level</u>	<u>\$942,225</u>
_____	_____	_____
_____	_____	_____

	Yes	No		Yes	No
Bonds Included?	_____	<u>XX</u>	Materials & Labor	<u>XX</u>	_____
Sales Tax Included?	<u>XX</u>	_____	Labor Only	_____	<u>XX</u>
Per Plans & Specs?	<u>XX</u>	_____	Terms 2% NET 10, NET 15	<u>XX</u>	_____
Certified MBE or WBE?	_____	<u>XX</u>	Retainage Held @ 5%	<u>XX</u>	_____
Visited Job-Site?	_____	<u>XX</u>	Crew Days	_____	_____

221 N Hwy 27 Suite I Clermont, Florida 34711 Phone (352) 394-2155 Fax (352) 394-5422

Exceletech Coatings Applications, LLC

Project Scope of Work

Bid Date _____ Estimator : Rick Scruggs
Phone # 407-466-4429

Provided herein is the scope of work that Exceletech Coating. intends to perform on the

City of Deland - Wiley M. Nash - Clarifiers & BNR's

Project .

Please review the items listed to ensure that our interpretation of the project documents will meet the needs of your proposal.

This confidential information is not intended for distribution. Please acknowledge receipt and contact us if there is any conflicts.

Clarifiers (2) - Exterior (above grade to 1' below grade)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Exterior, exterior wall above grade to 1' below grade (2ct.s Tnemec Series 633)			

Clarifiers (2) - Exterior (1' below grade to bottom of clarifier)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Below Grade, 1' below grade to bottom of clarifier			

BNR's (2) - Interior (full height of wall & underside of deck)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, walls (full height), underside of all decks (splashcovers, suspended slabs, walkways) includes vertical edges			

BNR's (2) - Interior alternate (walls 1' below normal water level with coal tar)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Submerged, walls (TOW TO 1' below normal water level), underside of all decks (splashcovers, suspended slabs, walkways) includes vertical edges			

BNR's (2) - Exterior (above grade to 1' below grade)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Exterior, exterior wall above grade to 1' below grade (2ct.s Tnemec Series 633)			

BNR's (2) - (1' below grade to bottom of BNR's)	Yes	No	Notes
9070-General Billable Unknown Contingency,			
Concrete Below Grade, 1' below grade to bottom of BNR's (2)			

Exclusions/Notes:

Proposal is based on a 40-hour workweek,
Electricity and Water shall be supplied by others,
All Metals are to be prepared and shop primed by others,
Exclude Aluminum in contact with concrete,
Exclude all Manholes unless stated above,
Exclude all labels other than stencils and self-adhesive pipe markers ,
Exclude all pipe interiors,
Exclude all tank floors/bottom unless otherwise stated,
All water retaining structures shall be clean and maintained dry by others,
All crane lifts and assistance with unloading materials and equipment shall be provide by others,
Exclude FRP Ducts, Piping & Scrubbers,
Payments beyond 45 days is subject to a 1.5% Fee,
This proposal and work scope shall become part of the contract and any unlisted work shall be done on a change order,
Guarantee shall be 1 year from date of acceptance not to exceed 18 months from date of installation,
Bid price based on Davis Bacon as required.,
Exclude all below grade pipe,
Exclude all lead and asbestos abatement ,
All damaged/abraded field welded and beyond maximun re-coat window items that were shop/factory pre-finished will,
be repaired on a T&M basis,
if factory/shop primed items are noncompatible with the specified paint system, the barrier coat or removal and reprime,
shall be done on a T&M basis,
No Enviroment Controls,weather has not been included. Ambient and Substate Temperature must be within manufacturers ,
products data sheets,

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 9 - PEMB

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description	Trident Building Systems		Brevard Constructors		Cardinal Building System		Mark Construction Comp	
	Allen Santor		Marty Gordon		Joe Sickmeyer		Brian Allen	
	941-755-7073		321-269-2929		352-475-2332		407-922-5531	
Base Bid Before Alternates	\$	-	\$	102,482.00	\$	-	\$	197,520.65
Pre-Engineered Metal Building	\$	-	Y	\$ 99,400.00	\$	-	Y	\$ 195,465.00
Payment and Performance Bonds	\$	-	Y	\$ 2,982.00	\$	-	Y	\$ 1,955.65
Indemnification	\$	-	Y	\$ 100	\$	-	Y	\$ 100.00
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
	\$	-		\$ -	\$	-		\$ -
Alternates	\$	-	\$	8,000.00	\$	-	\$	-
PEMB at Existing Contact Basin	\$	-			\$	-		\$ -
PEMB at Replace Windrow Building	\$	-			\$	-		\$ -
Primary Steel to G-90 hot dipped	\$	-	Y	\$ 6,700.00	\$	-	Y	INC
Sec steel to G-90 cold-rolled galvanized	\$	-	Y	\$ 1,300.00	\$	-	Y	INC
Bid Document Requirements								
Bid Form				Y				Y
Clarifications / Exceptions				Y				Y
Acknowledged Addenda				Y				Y
SRF Davis Bacon				Y				Y
SRF AIS & BABA				Y/N				Y
Additional Notes								
SUBTOTAL:	\$	-	\$	102,482.00	\$	-	\$	197,520.65
Bond Adjustment (If not Included):	0.0%	\$	0.0%	\$ -	0.0%	\$	0.0%	\$ -
Scope Adjustment:	\$	-	\$	8,000	\$	-	\$	-
Total Adjusted Scope:	\$	-	\$	110,482.00	\$	-	\$	197,521
NO BID			\$ 110,482.00		NO BID		\$ 197,520.65	

Recommend award to:

Brevard Constructors

Adam Bergdahl

From: Marty Gordon <martygordon@brevardconstructors.com>
Sent: Wednesday, August 2, 2023 2:55 PM
To: Adam Bergdahl
Subject: Fwd: Message from KM_364e
Attachments: SKM_364e23080215340.pdf

Adam,
Attached is the bid form for Wiley M. Nash.
Please let me know if you have any questions.

----- Forwarded message -----

From: <brevardconstructorsscanner@icbminc.co>
Date: Wed, Aug 2, 2023 at 2:54 PM
Subject: Message from KM_364e
To: <MartyGordon@brevardconstructors.com>

--

*Marty Gordon
Brevard Constructors, Inc.
Secretary Treasurer/ Estimator
2023 North Carpenter Rd.
Titusville FL 32796
Office: 321-269-2929
Cell: 321-403-5005*



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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Pre- Engineered Metal Building

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Brevard Constructors, Inc.
Contact Name: Marty B. Gordon Title: Sec/Tres
Address: 2023 N. Carpenter Rd.
Titusville, FL 32796
Phone Number: 321-269-2929 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7-11-23 No. 3 Dated 7-28-23
No. 2 Dated 7-24-23 No. 4 Dated 7-28-23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Pre-Engineered Metal Building	1	LS	\$ _____	\$ <u>99,400⁰⁰</u>
2.	Payment and Performance Bond	1	LS	_____	<u>2,982⁰⁰</u>
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ <u>102,482⁰⁰</u>

See Attached proposal for scope, alt., & pricing terms.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: PEMB at Existing Contact Basin	1	LS	\$ 125,000.00	\$ 125,000.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time – PEMB Submittal Package <i>Base Bid</i>	<i>5 to 6 weeks</i> <u>25 to 30 work days</u>
2.	Lead Time - PEMB Delivery from Formal Release <i>Base Bid</i>	<u>18 to 20 weeks</u>

** If galv. Alternates are taken it will add another 5 weeks to submittal + 4 weeks to delivery.*

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Marty B. Gordon
Signature

Marty B. Gordon Sec/Treas
Print Name / Title

8-2-23
Date

EMAIL PROPOSAL
321-269-2929
2 PAGES

Date: Wednesday, August 02, 2023

To: Wharton-Smith, Inc.
750 County Road 15
P.O. Box 471028
Lake Monroe, Florida 32747

Attn: Adam Bergdahl

Re: Wiley M. Nash Blower Building (Deland, Florida)

We are pleased to offer the following proposal. All work shall be performed in a workmanlike manner, complying with all prevailing local codes.

- Supply and install one 23'-4" x 24' x 17'-8" Single Slope Nucor Pre-Engineered Metal Building including the following:
 - ◇ 26 gage Kynar Exposed Fastener Roof (1/2:12 roof pitch) (35-year manufacturers kynar finish warranty included.) (No weather-tightness warranty included)
 - ◇ 26 gage Kynar Exposed fastener walls (All walls are open 12' to remain open.)
 - ◇ Sidewalls designed with 2 @ 12'-0" bays (Base plates are 1'-7" above finish floor)
 - ◇ 2' eave extensions on both sidewalls with exposed fastener soffit.
 - ◇ No insulation
 - ◇ Non-expandable endwalls
 - ◇ Primary steel shall have a minimum flange thickness of 1/3" and minimum web thickness of 3/16" as per spec.
 - ◇ Bypass girt design.
 - ◇ Two 8'x 1'-6" framed openings on each sidewall just under eave struts centered in each 12' bay. These openings are to remain open.
 - ◇ Building designed per FBC 2020; 142 MPH wind load; Occupancy Classification III; Exposure C; 10 psf collateral load; and a 20 PSF roof live load (reducible)
 - ◇ Deflections of: L/180 for purlins; L/180 for main frames; L/180 for girts; and H/100 for main frame sidesway.

Page 2 of 2: Wiley M. Nash Blower Building

- ◇ No skylights (It mentions them in spec, but does not show any on drawings)
- ◇ Manufacturer's standard prep and 1 coat primer on primary and secondary steel.
- ◇ Gutter and downspouts included
- ◇ No x-bracing in walls. Portal frames or knee bracing to be used.
- ◇ No anchor bolts included.
- ◇ Tax, Freight, and erection included (Davis bacon wages have been figured)

Price ----- \$ 99,400.00

Alternates:

- 1. To change the primary steel to G-90 hot dipped galvanized. Add ----- \$ 6,700.00**
- 2. To change the secondary steel to G-90 cold rolled galvanized. Add --- \$ 1,300.00**

** With the instability of steel prices from the steel mills going on at this time, this price is only good for 30 days.

Note: The only way to lock price in is to order building as a straight production order without approval drawings. If approval drawings are required, then once we receive the approval drawings, they are reviewed, and then returned to Nucor as approved or approved as noted, then Nucor will update our price based on the current price module.

Contractor does not include in this proposal any work not mentioned above.



Marty B. Gordon
Brevard Constructors, Inc.

Adam Bergdahl

From: Brian Allen <ballen@markconstruction.com>
Sent: Thursday, August 3, 2023 10:15 AM
To: Adam Bergdahl
Cc: Kiley Kanai; James Dixon
Subject: Wiley M. Nash WRF Upgrades - PEMB Proposal
Attachments: Wiley M. Nash WRF-Deland -- MCC Bid 08.03.2023.pdf; 13.100_PEMB Proposal_Deland WRF_08.03.23.pdf

Adam.

Please see attached Mark Construction PEMB Furnish & Installation Proposal for the Wiley M. Nash WRF Upgrade Project.

Should you have any questions feel free to contact me.

Thank you,



**Brian
Allen**

Phone: 407.831.6275
Mobile: 407.922.5531
Email: ballen@markconstruction.com

2452 Lake Emma Road,
Suite 1040
Lake Mary, FL 32746

www.markconstruction.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Pre- Engineered Metal Building

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Mark Construction Co.

Contact Name: Brian Allen Title: President

Address: 2452 Lake Emma Road, Suite 1040
Lake Mary, Florida 32746

Phone Number: 407.831.6275 Fax: 407.332.5311

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☒	Sanctions and Litigation	☒	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☒	Meets SRF Program Requirements	☒	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 07.10.2023 No. 3 Dated 07.28.2023

No. 2 Dated 07.24.2023 No. 4 Dated 07.28.2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Pre-Engineered Metal Building	1	LS	\$ 195,465.00	\$ 195,465.00
2.	Payment and Performance Bond	1	LS	\$ 1,955.65	\$ 1,955.65
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 197,520.65

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time – PEMB Submittal Package	70 days
2.	Lead Time - PEMB Delivery from Formal Release	168 days

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Brian Allen - President

Print Name / Title

08.03.2023

Date

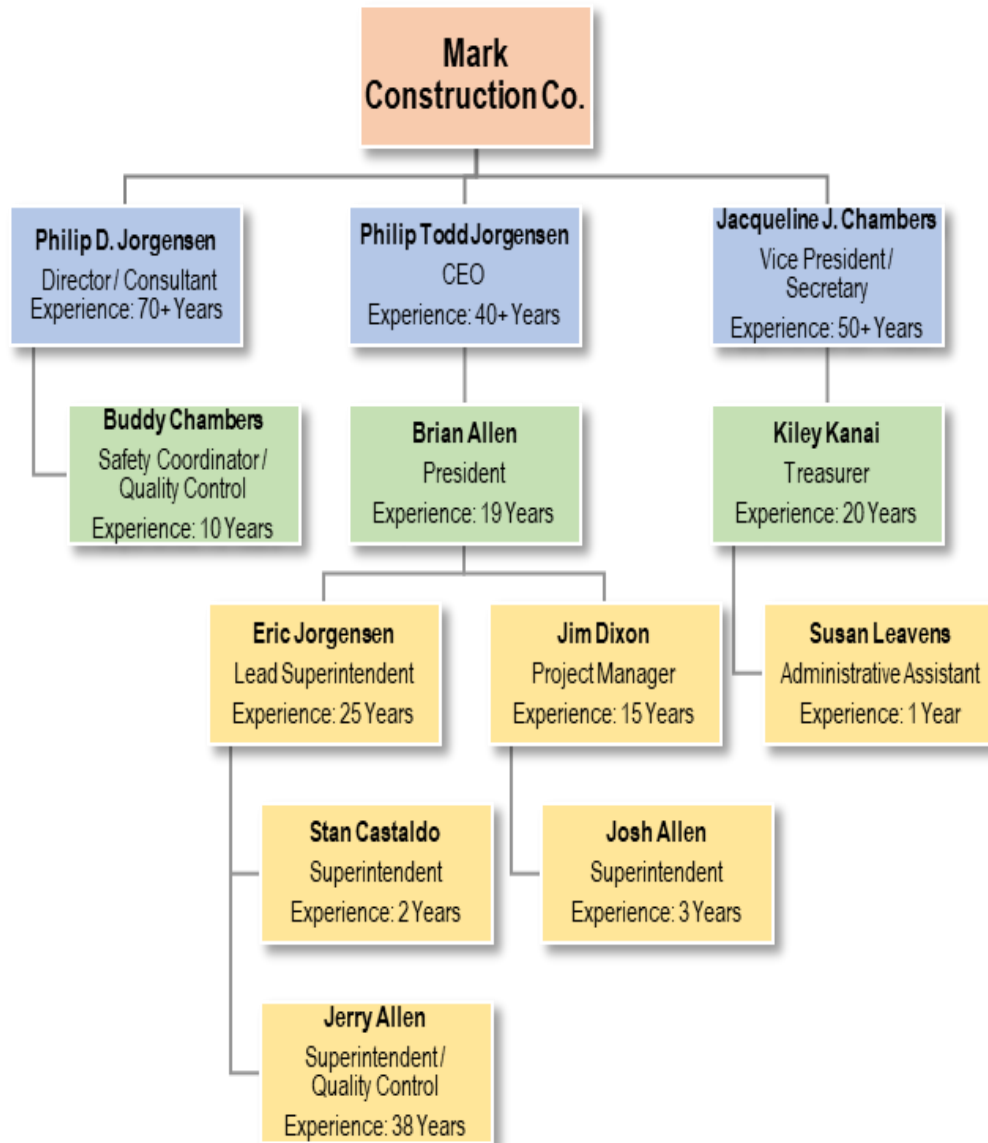


2452 Lake Emma Rd. Suite 1040
Lake Mary, Florida 32746
Phone: 407.831.6275
Fax: 407.332.5311
www.markconstruction.com

Qualifications Letter

Key Personnel

Brian Allen – Project Manager
Josh Allen – Superintendent
Kiley Kanai – Administration/Accounting





2452 Lake Emma Rd. Suite 1040
Lake Mary, Florida 32746
Phone: 407.831.6275
Fax: 407.332.5311
www.markconstruction.com

Qualifications Letter

Past Projects

- 1) Project Name: Viera Elementary School "V"
Location: 8300 Stadium Parkway
Melbourne, Florida 32940
GC: Wharton Smith, Inc.
Address: 750 Monroe Road
Sanford, Florida 32771
Email: jwilkes@whartonsmith.com
Service Provided: Pre-Engineered Metal Building – Supply & Erect
Contract: \$2,965,963.28
Completion Date: 07/2020
Description: Approximately 110,000 SF elementary school

- 2) Project Name: Volusia County Public Works
Location: 3771 West International Speedway Blvd.
Daytona, Florida 32124
GC: Ajax Building Corporation
Address: 10365 Hood Road South, Suite 203
Jacksonville, Florida 32257
Email: jeremy.cox@ajaxbuilding.com
Service Provided: Pre-Engineered Metal Building – Supply & Erect
Contract: \$969,153.79
Completion Date: 11/2020
Description: (5) Public Works buildings

- 3) Project Name: Starkey K-8
Location: 2500 Heart Pine Avenue
Odessa, Florida 33556
GC: Walbridge Aldinger, LLC
Address: 777 Woodward Avenue, Suite 300
Detroit, Michigan 48226
Email: noah.clanahan@walbridge.com
Service Provided: Pre-Engineered Metal Building – Supply & Erect
Contract: \$101,090.14
Completion Date: 07/2021
Description: Covered Play

4) Project Name: Columbia County Detention Facility
Location: 385 NW Quinten Street
Lake City, Florida 32055
GC: Ajax Building Corporation
Address: 10365 Hood Road Sout, Suite 203
Jacksonville, Florida 32257
Email: lon.neuman@ajaxbuilding.com
Service Provided: Pre-Engineered Metal Building – Supply & Erect
Contract: \$550,259.07
Completion Date: 03/2022
Description: Approximately 25,000 SF jail facility

5) Project Name: Ortona & Osceola ES
Location: 1265 North Grandview Avenue
Daytona Beach, Florida 32118
GC: Ajax Building Corporation
Address: 10365 Hood Road South, Suite 203
Jacksonville, Florida 32257
Email: james.delarosa@ajaxbuilding.com
Service Provided: Pre-Engineered Metal Building – Supply & Erect
Contract: \$128,969.09
Completion Date: 08/2022
Description: Covered Play



2452 Lake Emma Rd. Suite 1040
Lake Mary, Florida 32746
Phone: 407.831.6275
Fax: 407.332.5311
www.markconstruction.com

Qualifications Letter

Resumes

- 1) Brian Allen
- 2) Josh Allen
- 3) Kiley Kanai

BRIAN ALLEN

President



Responsibilities

The President of Mark Construction is a valuable asset with a firm commitment to every project and every employee and demonstrates leadership. In addition, our President provides leadership and direction for projects and establishes and monitors budgets, schedules, and operations of the company. Builds relationships with owners, and general contractors, and oversees all company logistics. They ensure compliance with all safety protocols and are committed to working in a collaborative environment. In addition to housing a vast knowledge of the construction industry and operations, the President manages direct reports, with periodic reviews of progress and advancement, ensures a cohesive operational unit, provides guidance and direction to subordinates and is tasked with keeping a firm commitment to the company and its long-term goals.

Skills

Brian has over 19 years of experience in the construction industry and has been a licensed General Contractor. He has served as Project Manager/Estimator and been responsible for multiple project organization and coordination, as well as contract negotiations, submittal/shop drawing review, schedule compliance, cost monitoring, preparing breakdowns for payment requests to owner and quality assurance.

Past Projects

- OSIA Maintenance Building
- Dream Maker Spas Interior Renovation
- Upson Lee Agricultural Center
- Okeechobee Jail Renovation & Expansion
- Falcon Crest
- The Grove Renovation
- Pinecreek Place Apartments
- ACA Weld Shop
- DCPS Rutledge Pearson Elementary School
- North Port Public Works
- LMHS Red Apple Dining Renovations
- Lyman High School Weight Room
- Layer ES Security Renovation
- OSIA Bldg. 450 Hangar Door
- Rafiki Warehouse
- Sanford Fire Training Building
- Starkey K-8
- Transportation Key Office
- Keeth ES Mods of Concretables
- SHS 9th Grade Center PSI High
- Keeth ES Concretables Relocation
- Evans ES Security Modifications
- LMHS Gymnasium Re-Roof
- Central Florida Zoo—PAC

Get In Touch

Address: 2452 Lake Emma Road, Suite 1040
Lake Mary, Florida 32746
Phone: (407) 831-6275
Email: ballen@markconstruction.com
Website: www.markconstruction.com

JOSH ALLEN

Superintendent



Responsibilities

As the supervisor on job sites, the Superintendent of Mark Construction is the first point of contact and they are responsible for all field-related activities. With a keen eye for detail, they are in charge of job site safety and keeping everyone who steps onto a site, safe. As a coordinator for quality, cost, and schedules, they track all work completed and communicate with the Project Managers. Known for being self-motivated, experienced, our Superintendents meet the high-quality standards that Mark Construction expects of its employees.

Skills

As Superintendent for Mark Construction Co., Josh has over 3 years of experience with commercial construction and pre-engineered metal buildings. He is responsible for on-site coordination, scheduling, field production, quality control, shop drawing review and the safety of the team.

Past Projects

- OSIA Maintenance Building
- Dream Maker Spas Interior Renovation
- Upson Lee Agricultural Center
- Okeechobee Jail Renovation & Expansion
- Falcon Crest
- The Grove Renovation
- Pinecreek Place Apartments
- ACA Weld Shop
- DCPS Rutledge Pearson Elementary School
- North Port Public Works
- LMHS Red Apple Dining Renovations
- Lyman High School Weight Room
- OSIA Bldg. 450 Hangar Door
- Rafiki Warehouse
- Sanford Fire Training Building
- And many more...

Get In Touch

Address: 2452 Lake Emma Road, Suite 1040
Lake Mary, Florida 32746
Phone: (407) 831-6275
Email: jallen@markconstruction.com
Website: www.markconstruction.com

KILEY KANAI

Treasurer



Responsibilities

Our Treasurer at Mark Construction is a dynamic and experienced individual that manages all bank relationships, cash management, and company funds. They ensure the efficient management of all bank accounts and forecast all budgets and warrant that all standard rules and policies keep Mark Construction running smoothly. The Treasure is an analytical thinker that is technically proven and able to work in complex situations and processes. In addition to managing cash flow and liquidity, they identify, assess, and manage all financial risks of the company. Develops financial strategies and manages yearly audits, prepares and distributes payroll, and monitors analysis statements for accuracy. Writes up subcontracts, purchase orders and bonding capabilities for all projects.

Skills

With over 20 years of experience in the construction industry, there isn't much that Kiley can not do. Responsible for the administration and accounting of all projects, which includes bidding procedures, bonding, insurance, contracts, account payables and receivables, and more. Kiley takes the "other duties as assigned" task seriously. Coordinating with all employees, Kiley handles all credit card statements, insurance renewals, company vehicle logs, and is your point of contact when you need rooming out of town. She can be found handling payroll, subcontractors' change orders, and even goes out of her way to help our subcontractors with paperwork so that all Mark Construction jobs run smoothly, and of course, on budget.

Past Projects

- Layer ES Security Renovation
- OSIA Bldg. 450 Hangar Door
- Rafiki Warehouse
- Sanford Fire Training Building
- Starkey K-8
- Transportation Key Office
- Keeth ES Mods of Concretables
- SHS 9th Grade Center PSI High
- Keeth ES Concretables Relocation
- Evans ES Security Modifications
- LMHS Gymnasium Re-Roof
- Central Florida Zoo—PAC
- Viera ES "V"
- Central Florida Zoo—Maint. Bldg.
- Volusia County Public Works
- Cypress Ridge Cafetorium
- Ware County Science Facility
- LMHS Fieldhouse
- STEM Labs 2019
- Seminole HS CVE Building
- Milwee MS HVAC Upgrade
- Endeavor ES Renovation
- Lake Orienta ES Exterior Painting
- Bentley ES Chiller Replacement
- ESC Cashier Renovation

Get In Touch

Address: 2452 Lake Emma Road, Suite 1040
Lake Mary, Florida 32746
Phone: (407) 831-6275
Email: kkanai@markconstruction.com
Website: www.markconstruction.com



2452 Lake Emma Rd. Suite 1040
Lake Mary, Florida 32746
Phone: 407.831.6275
Fax: 407.332.5311
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Sanctions & Litigation

Mark Construction has not been involved in any sanctions or litigation in the past ten (10) years.



2452 Lake Emma Rd. Suite 1040
Lake Mary, Florida 32746
Phone: 407.831.6275
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List of Subcontractors

- 1) American Buildings Co.
- 2) Bay Insulation of Florida



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Lake Mary, Florida 32746
Phone: 407.831.6275
Fax: 407.332.5311
www.markconstruction.com

MBE/WBE/DBE Participation

Mark Construction's bid does NOT include any MBE/WBE/DBE participation.



Growth and Resource Management
123 West Indiana Avenue
DeLand, Florida 32720

Listing Card

08/24/2022

667781

To: MARK CONSTRUCTION CO.
2452 LAKE EMMA RD SUITE 1040
LAKE MARY, FL 32746

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Listing Card	
VOL #10060905	EXPIRES 09/30/2023
THIS CERTIFIES PHILIP TODD JORGENSEN	
MARK CONSTRUCTION CO.	
IS LICENSED AS A 01 CONSTRUCTION CONTRACT.-CLASS A -	
CGC025899	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY	
VOLUSIA COUNTY CLCA	
BUILDING OFFICIAL	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LassiterWare LLC 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	CONTACT NAME: Sandi Gleeson PHONE (A/C, No, Ext): (800) 845-8437 E-MAIL ADDRESS: SandiG@lassiterware.com FAX (A/C, No): (888) 883-8680
INSURED Mark Construction Company 2452 Lake Emma Rd Suite1040 Lake Mary FL 32746	INSURER(S) AFFORDING COVERAGE INSURER A: LM Insurance Corporation INSURER B: Lloyds of London INSURER C: Liberty Insurance Corporation INSURER D: INSURER E: INSURER F:
	NAIC # 33600 42404

COVERAGES**CERTIFICATE NUMBER:** 23-24 Mast w/forms/Pollut**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	TB5Z51294559023	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		AS2-Z51-294559-033	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE			TH7Z51294559063	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2Z51294559013	01/01/2023	01/01/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability Professional Liability			ENP0009598-01	02/08/2023	02/08/2024	Pollution Liab \$4,000,000 Professional Liability \$4,000,000 Deductible \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Wharton Smith, Inc 750 Monroe Road Sanford FL 32771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number AS2-Z51-294559-033
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
 - (1) Are your property or that of a family member; and
 - (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:
 - (1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

- 1. The most we will pay for coverage afforded by this endorsement is the lesser of:

- a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
 1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

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Issued by Liberty Mutual Fire Insurance Co.

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy,
prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto,
remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Policy Number AS2-Z51-294559-033
Issued by Liberty Mutual Fire Insurance Co.

Schedule

Premium

Liability \$150
Physical Damage \$100
Total Premium \$250 FC

**V. Fellow Employee
Schedule of Employees:**

N/A

**XVIII. Drive Other Car
Name of Individual**

LIAB

MP

UM

UIM

COMP

COLL

NA

**XX. Notice of Cancellation or Nonrenewal
Name and Address**

Number of Days

N/A

This endorsement applies in all states except:

AL, AR, AZ, CA, CO, CT, DC, DE, GA, ID, KS, KY, LA, MI, MN, MO, MT, NC,
ND, NJ, NY, OK, PA, RI, SD, TX, UT, VA, VT, WA, WI, WV, WY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
 5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
 6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premise that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Schedule

Designated Construction Project(s) or Designated Location(s):

All "locations" and all construction projects at which you are performing ongoing operations.

Total Aggregate Limit for all Projects and Locations: \$ 15,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence**
- Item 7. **Notice Of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefinition**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Blanket Additional Insured Where Required By Written Contract**
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. **Blanket Additional Insured – Grantors Of Permits**
- Item 16. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 17. **Other Insurance Amendment**
- Item 18. **Contractual Liability - Railroads**

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

(1) To you;

(2) To your partners or members (if you are a partnership or joint venture);

(3) To your members (if you are a limited liability company); or

(4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. Blanket Additional Insured Where Required By Written Contract

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured – Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability – Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Policy Number TB5-Z51-294559-023
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL CONSTRUCTION OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" resulting from "residential construction" operations, whether ongoing or completed. If a "residential construction" project includes a component that is intended for commercial, non-residential use, this exclusion shall not apply to that portion of the structure or project.

"Residential construction" includes, but is not limited to, construction, reconstruction, demolition, remodeling or repair of any phase of construction or site preparation for the following types of residential structures: single or multi-family dwellings, tract homes, apartments, townhomes, condominiums, or any mixed-use structures with a residential component, but does not include hotels, motels, nursing homes, college campus dormitories, or government housing on military bases.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No.WC2-Z51-294559-013

Effective Date

Premium \$

Issued to Mark Construction Company

Endorsement No.



January 30, 2023

To Whom It May Concern:

RE: Mark Construction Co., 2452 Lake Emma Road, Suite 1040, Lake Mary, FL 32746

Guignard Company has been handling the Performance and Payment bond requirements of Mark Construction Co. since 1987. Bonds have been provided by the Travelers Casualty & Surety Company of America since 1996. Travelers has a 2022 A.M. Best's rating of A++, XV, is included on the US Treasury Listing of Approved Sureties, Circular 570 for projects up to \$211,846,000 and is licensed to transact business in all 50 states.

Mark Construction Co. is financially strong, has an excellent reputation for fine workmanship, and possesses sound character. We have provided more than 100 performance and payment bonds on projects totaling more than \$250,000,000. All projects have been completed to the satisfaction of the bond obligees and the surety company.

Based on the underwriting in our current file and the strength of our long relationship, we would be pleased to provide performance and payment bonds to Mark Construction Co. on single projects of \$80,000,000 with an aggregate work program of \$100,000,000.

We give Mark Construction Co. our highest recommendation and would welcome the opportunity to discuss their capabilities with you. Please feel free to contact me at (407) 834-0022 or bryce@guignardcompany.com.

Sincerely,

Bryce R. Guignard
President



2452 Lake Emma Road, Suite 1040
Lake Mary, Florida 32746
Phone: 407.831.6275
Fax: 407.332.5311
www.markconstruction.com

Date: 08/03/2023
To: Wharton Smith
Re: Wiley M Nash WRF Expansion, Deland – PEMB Proposal

Please accept this letter as an explanation of our **PEMB Proposal** for the following work. We hope you will find the information below helpful in choosing the contractor for this scope. Please do not hesitate to call if I can be of assistance.

Base Bid Description/Scope: (Based on Mead & Hunt Inc. drawings dated March.2023.)

PEMB Structure: General Design Criteria:

- FBC 2020
- Live Load.....20psf Reduction allowed.
- **Collateral Load.....5psf**
- Wind Velocity.....150mph
- Exposure.....C
- Risk Category.....II

Furnish and Installation of:

- PEMB structure based on construction document drawings (see Preliminary PEMB layout below).
- **Manufacturer's hot dipped galvanizing on primary and G90 galvanizing on secondary.**
- X-bracing or portal frames required by Manufacturer's design.
- 24 ga. 24" **Roof Panels (American – SS360)** with Manufacturer's Standard colors.
- 26 ga. 36" **Wall Panels (American – Longspan III)** with Manufacturer's Standard colors.
- Standard PEMB gutter and downspouts with Manufacturer's Standard colors.
- Standard PEMB trims, eaves, rakes, and flashings with Manufacturer's Standard colors.
- Roof flashings at pipe penetration.
- All bolts, sealants, fasteners, pipe penetration required for the PEMB Structure.
- Furnish only – PEMB anchor bolts.

TOTAL PRICE: \$195,565.00 **

**** Due to escalating steel pricing at this time, price is subject to increase after 30 days. ****

- Approval Drawings: 8-10 weeks / Delivery: 20-24 weeks (after returned Approval Drawings).
- Production Order: Delivery of Steel: 20-24 weeks (after clarification meeting).

Alternates:

1. **Add** to Base Bid to include Performance & Payment Bond.....1%

Excluding:

Surveying, **Roof or Wall insulation**, finish painting, any type of epoxy coatings, powder coatings, universal primer or special primers, wire ball strainers, downspout connector, **matching color, custom colors**, furnish and installation of embeds/bearing plates, shim plates, cutting and patching other trades, temporary lighting, temporary toilets, dumpster, **non-shrink grout**, special soffit framing, roof penetration, sized steel, **metal deck**, mezzanine, cranes, fans, partition, any louvers, wall lights, Man Doors, Installation of hollow metal door frames, windows, roll door, **misc. metals**, liner panels, soffit panels, Stairs, MEP, concrete, epoxy anchor, builders risk insurance, permits, fees, and bonds, **if using ODP requirement owner must sign PEMB Manufacturer's Quote**, anything not listed in Base Bid description.

Respectfully Submitted,

Brian Allen
Cell: (407) 922-5531
Mark Construction Co.
ballen@markconstruction.com



NOTES AND SPECIFICATIONS

BUILDING ERECTION NOTES

- 1) THE GENERAL CONTRACTOR AND/OR ERECTOR IS RESPONSIBLE TO SAFELY AND PROPERLY ERECT THE METAL BUILDING SYSTEM IN CONFORMANCE WITH THESE DRAWINGS, OSHA REQUIREMENTS, AND MBMA STANDARDS PERTAINING TO PROPER ERECTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE CORRECT USE OF TEMPORARY GUYS AND BRACING WHERE NEEDED FOR SQUARING, PLUMBING, AND SECURING THE STRUCTURAL AND SECONDARY FRAMING. SECONDARY WALL FRAMING MEMBERS (GIRTS OR BAR JOISTS) ARE NOT DESIGNED TO FUNCTION AS A WORK PLATFORM OR PROVIDE SAFETY TIE OFF ATTACHMENT IN ACCORDANCE WITH OSHA REQUIREMENTS. SECONDARY ROOF FRAMING MEMBERS (PURLINS OR BAR JOISTS) ARE NOT DESIGNED TO PROVIDE SAFETY TIE OFF ATTACHMENT IN ACCORDANCE WITH OSHA REQUIREMENTS.
- 2) ALL HIGH STRENGTH BOLTS ARE TYPE ASTM A325 AND ARE TO BE INSTALLED "SNUG-TIGHT" AS DEFINED BY THE APPLICABLE EDITION OF THE RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS, UNLESS NOTED OTHERWISE. ALSO, NOTE THAT BOLTS IN STANDARD HOLES DO NOT REQUIRE WASHERS PER THE RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS.
- 3) ALL A307 MACHINE BOLTS ARE TO BE BROUGHT TO A "SNUG TIGHT" CONDITION TO ENSURE THAT THE MATERIALS IN THE JOINT ARE BROUGHT INTO GOOD CONTACT WITH EACH OTHER.
- 4) WASHERS ARE REQUIRED AT ALL SLOTTED CONNECTIONS AS FOLLOWS:
=HOLE TO SLOT CONNECTION, ONE WASHER REQUIRED ON SLOTTED SIDE.
=SLOT TO SLOT CONNECTION, TWO WASHERS REQUIRED, ONE ON EACH SIDE OF THE CONNECTION. HOWEVER AT LAPPED ZEE MEMBERS, WHETHER PURLINS OR GIRTS, NO WASHERS ARE REQUIRED IN THE 8-BOLT LAPPED REGION.
- 5) THE METAL BUILDING SUPPLIER SHALL BE NOTIFIED PRIOR TO ANY FIELD MODIFICATIONS. MODIFICATIONS SHALL BE APPROVED BY THE METAL BUILDING SUPPLIER BEFORE WORK IS UNDERTAKEN.
- 6) ALL WELDING MUST BE PERFORMED BY AWS QUALIFIED WELDERS FOR THE WELDING PROCESSES AND POSITIONS INDICATED. ALL WORK MUST BE COMPLETED AND INSPECTED IN ACCORDANCE WITH THE APPLICABLE AWS SPECIFICATIONS. WELD ELECTRODES USED FOR THE SMAW (OR STICK) WELD PROCESS MUST BE 70 KSI STEEL AND LOW HYDROGEN CONTENT.
- | | |
|--|---------------------------------|
| 7) COMMON ABBREVIATIONS: | |
| a) TYP UNO--TYPICAL UNLESS NOTED OTHERWISE | f) SIM.--SIMILAR |
| b) SLV--SHORT LEG VERTICAL | g) NIC--NOT IN CONTRACT |
| c) LLV--LONG LEG VERTICAL | h) SL--STEEL LINE |
| d) NS & FS--NEAR SIDE AND FAR SIDE | i) N/A--NOT APPLICABLE |
| e) O.A.L.--OVERALL LENGTH | j) MBS--METAL BUILDING SUPPLIER |
- 8) CONSTRUCTION LOADS SHALL NOT BE PLACED ON ANY STRUCTURAL STEEL FRAMEWORK UNLESS SUCH FRAMEWORK IS SAFELY BOLTED, WELDED, OR OTHERWISE ADEQUATELY SECURED.
- 9) PURLINS AND GIRTS SHALL NOT BE USED AS AN ANCHORAGE POINT FOR A FALL ARREST SYSTEM UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE METAL BUILDING SUPPLIER.
- 10) PURLINS MAY ONLY BE USED AS A WALKING/WORKING SURFACE WHEN INSTALLING SAFETY SYSTEMS. AFTER ALL PERMANENT BRIDGING HAS BEEN INSTALLED AND FALL PROTECTION IS PROVIDED.
- 11) CONSTRUCTION LOADS MAY BE PLACED ONLY WITHIN A ZONE THAT IS WITHIN 8 FEET OF THE CENTER-LINE OF THE PRIMARY SUPPORT MEMBER. CFR BUNDLES SHOULD BE PLACED DIRECTLY OVER THE RIGID FRAMES.
- 12) ALL LIFTING DEVICES MUST MEET OSHA OR MSHA STANDARDS AND IN NO CASE IS IT ACCEPTABLE TO USE STRUCTURAL MEMBERS SUPPLIED BY THE MBS AS A SPREADER BAR OR LIFTING DEVICE.
- GENERAL DESIGN NOTES AND MATERIAL SPECIFICATIONS
- 1) ALL STRUCTURAL STEEL SECTIONS AND WELDED PLATE MEMBERS ARE DESIGNED IN ACCORDANCE WITH THE AISC "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS--ALLOWABLE STRESS DESIGN", NINTH EDITION, OR THE AISC "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS", THIRTEENTH EDITION, AS REQUIRED BY THE SPECIFIED BUILDING CODE.
- 2) ALL WELDING OF STRUCTURAL STEEL IS BASED ON AWS D1.1 "STRUCTURAL WELDING CODE", LATEST EDITION.
- 3) ALL COLD FORMED MEMBERS ARE DESIGNED IN ACCORDANCE WITH AISI "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS", LATEST EDITION.
- 4) ALL WELDING OF COLD FORMED STEEL IS BASED ON AWS D1.3 "STRUCTURAL WELDING CODE" - SHEET STEEL", LATEST EDITION.
- 5) IF JOISTS ARE INCLUDED WITH THIS PROJECT, THEY ARE SUPPLIED AS A PART OF THE SYSTEMS--ENGINEERED METAL BUILDING AND ARE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 1926.758 OF THE OSHA SAFETY STANDARD FOR STEEL ERECTION, DATED JANUARY 18, 2001.
- 6) MATERIAL SPECIFICATIONS:
PLATE AND FLANGE MATERIAL:
5"-12" WIDE & THRU 1" THICK _____ A529, GRADE 55
OTHERS _____ A572 GRADE 50 OR A36
BUILT-UP STRUCTURAL WEB MATERIAL _____ A1011 SS (OR HSLAS CL1) GR 55
HOT-ROLLED STRUCTURAL _____ A36 OR A572 GRADE 50 OR A992 GRADE 50
STRUCTURAL TUBE _____ A500 GRADE C (46 KSI)
STRUCTURAL PIPE _____ A500 GRADE B (42 KSI)
COLD-FORMED STRUCTURAL _____ A1011 OR A1039 SS (OR HSLAS CL1) GR 55
RPB ROOF PANELS _____ A792 GRADE 80
STANDING SEAM ROOF PANELS _____ A792 GRADE 50, CLASS 1
R-PANEL AND A-PANEL SIDING _____ A653 GRADE 80, CLASS 1 OR A792 GRADE 80, CLASS 1
ROD BRACING _____ A529 GRADE 50
CABLE BRACING _____ A475 COATING CLASS A, GRADE EHS, 7--WIRE
WELDS _____ AWS D1.1 LATEST EDITION
HIGH-STRENGTH BOLTS _____ A325 TYPE 1 HEAVY HEX OR A490 TYPE 1 HEAVY HEX
MACHINE BOLTS _____ A-307 GRADE A HEX

PROJECT NUMBER: 1

PROJECT NAME: Deland WRF

PROJECT LOCATION: De Land, FL COUNTY: Volusia

CUSTOMER: MARK CONSTRUCTION CO. Lake Mary, FL

MBMA

M E M B E R

ias

ACCREDITED

AC 472

PROJECT LOADS

DESIGN CODE: FBC 2020 BUILDING END USE: 4E

ROOF LIVE LOAD: 20 PSF MBMA OCC. CLASS: II - Standard Buildings

GROUND SNOW LOAD: 0 PSF SNOW EXP. FACTOR, Ce: 0.9

SNOW IMPORTANCE FACTOR, Is: 1

WIND: 150 WIND IMPORTANCE FACTOR, Iw:

EXPOSURE: C WITHIN HURRICANE COASTLINE ☐ YES ☒ NO

UL 90 ☐ YES ☒ NO RAIN INTENSITY (in/hr) N/A

SEISMIC INFORMATION Ss:0.054, S1:0.043

Design Sds/Sd1: Site Class: D

Seismic Imp. Factor Ie: 1 Seismic Design Category:

Analysis Procedure: Equivalent Lateral Force Method

Basic SFRS:

NOTES:

1) COLLATERAL DEAD LOADS, UNLESS OTHERWISE NOTED, ARE ASSUMED TO BE UNIFORMLY DISTRIBUTED. WHEN SUSPENDED SPRINKLER SYSTEMS, LIGHTING, HVAC EQUIPMENT, CEILINGS, ETC., ARE SUSPENDED FROM ROOF MEMBERS, CONSULT THE M.B.S. IF THESE CONCENTRATED LOADS EXCEED 200 POUNDS, OR IF INDIVIDUAL MEMBERS ARE LOADED SIGNIFICANTLY MORE THAN OTHERS.

2) THE DESIGN OF STRUCTURAL MEMBERS SUPPORTING GRAVITY LOADS IS CONTROLLED BY THE MORE CRITICAL EFFECT OF ROOF LIVE LOAD OR ROOF SNOW LOAD, AS DETERMINED BY THE APPLICABLE CODE.

	BUILDING
	WRF
ROOF DEAD (PSF):	2.6
PRI. COL. (PSF):	5
SEC. COL. (PSF):	5
SNOW Ct:	1.1
SNOW Cs:	
ROOF SNOW (PSF):	0
WIND ENCLOSURE	Partially Open
GCpi:	
SEISMIC R:	
SEISMIC Cs:	
BASE SHEAR (KIPS):	

AMERICAN BUILDINGS

Drawing Generated By eQuote

PROJECT NAME: DELAND WRF DE LAND, FL

CUSTOMER NAME: MARK CONSTRUCTION CO. LAKE MARY, FL

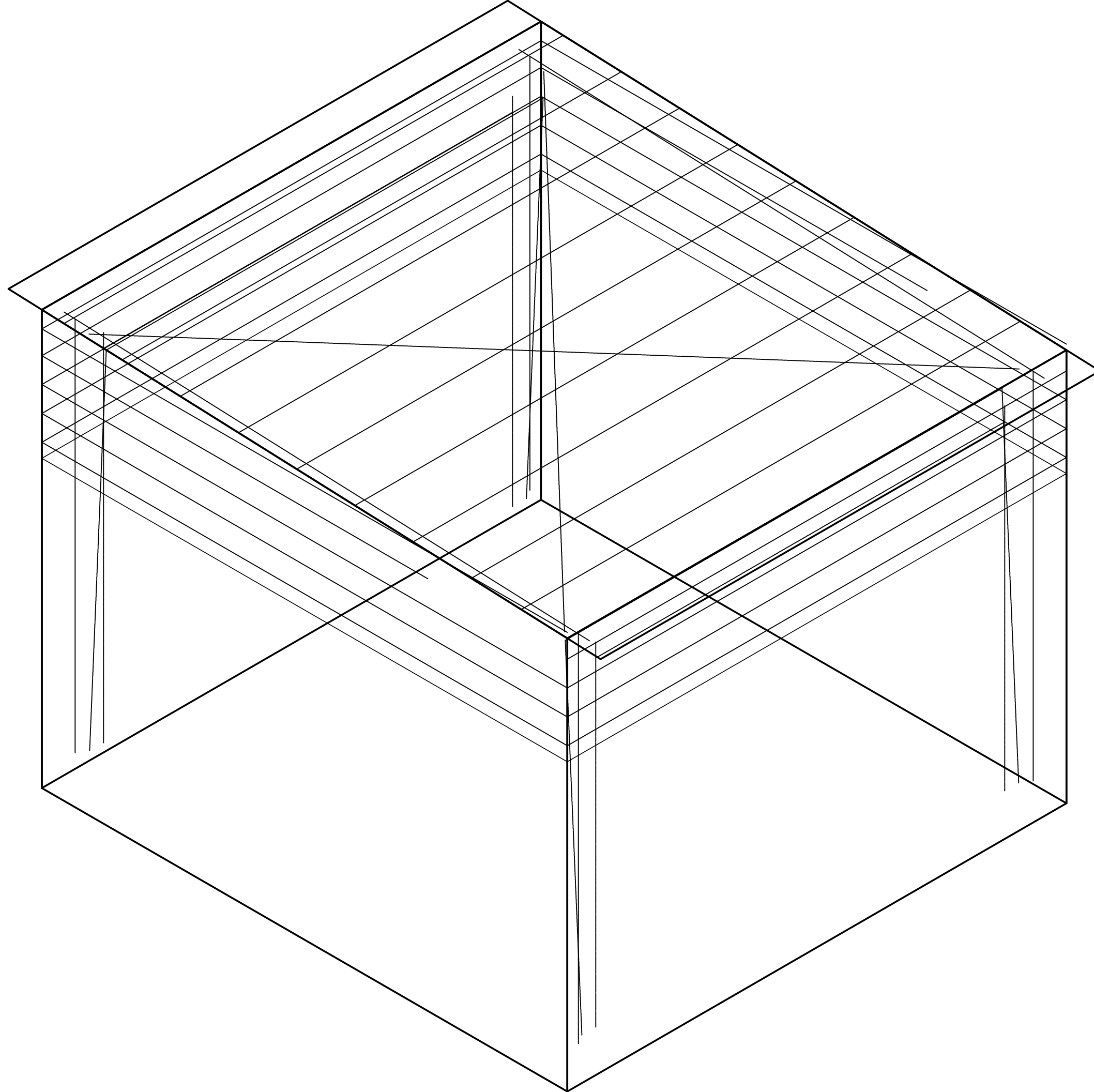
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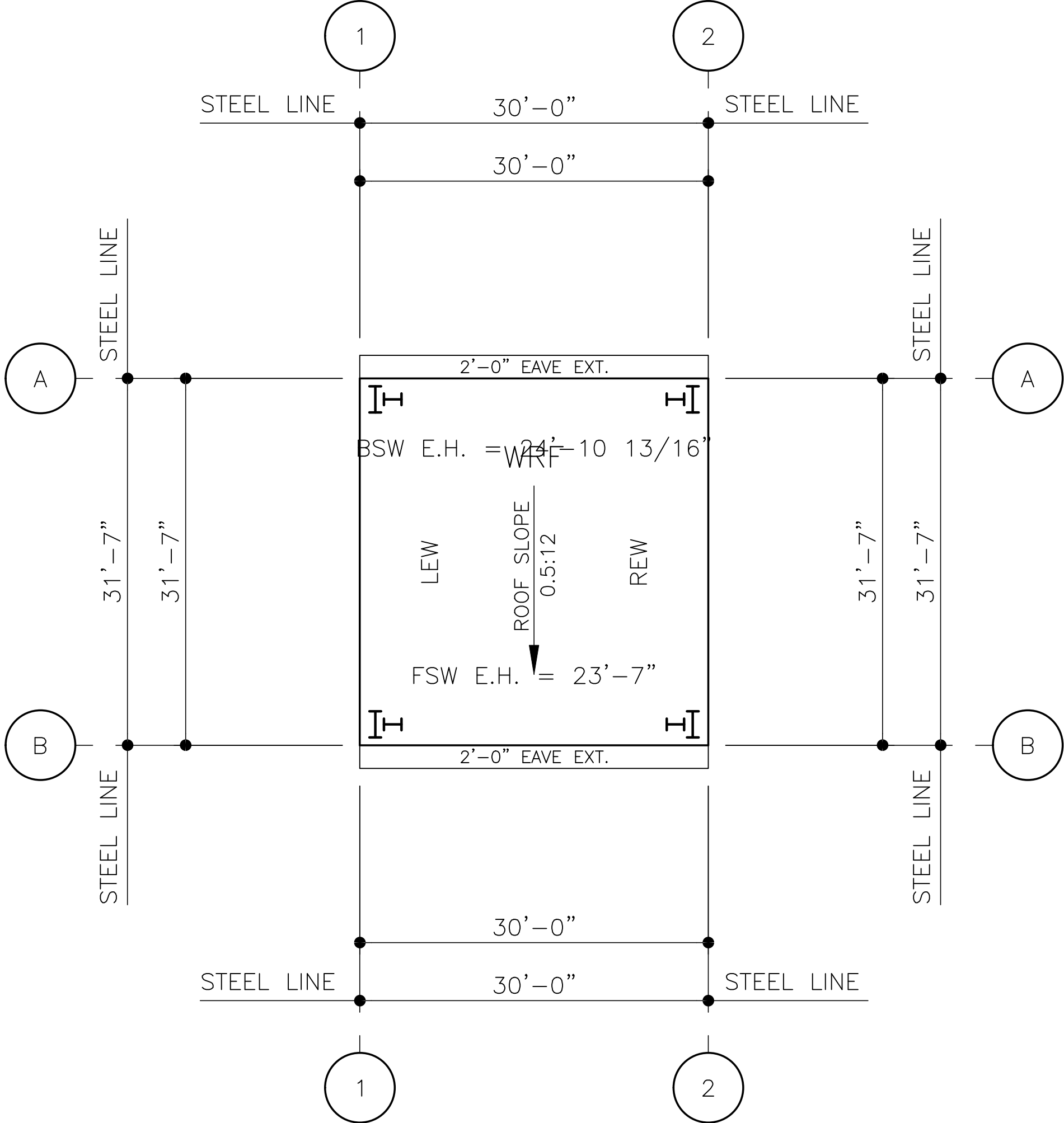
SHEET TITLE: 7/24/2023 8:09 PM PRELIMINARY COVERSHEET DRAWING

SHEET NUMBER: 1

QUOTE NUMBER: C1

Page 57





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SHEET TITLE: 7/24/2023 8:09 PM

PRELIMINARY FLOOR PLAN

SHEET NUMBER: QUOTE NUMBER:

FP1

1

PROJECT NAME:

DELAND WRF

DE LAND, FL

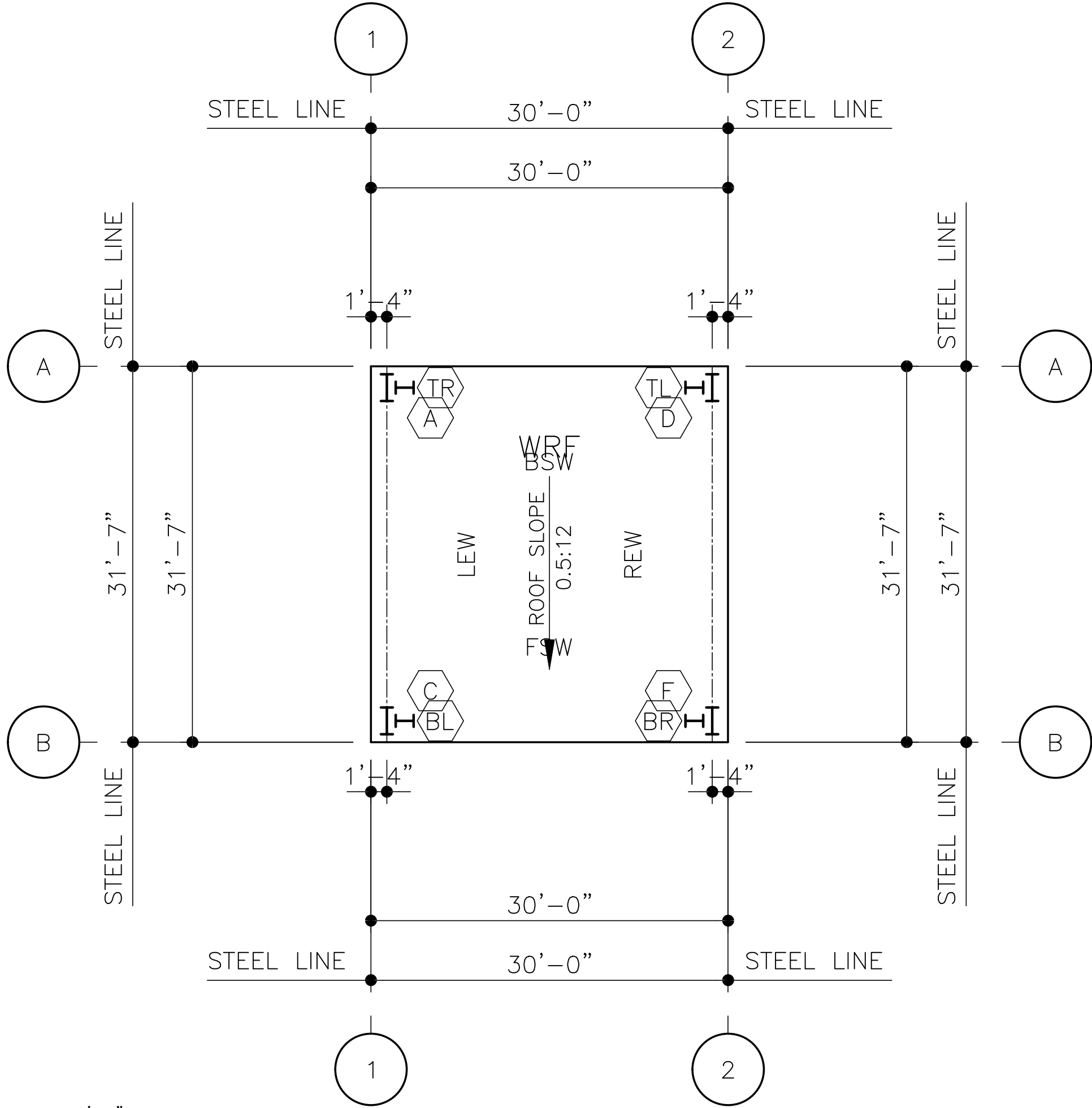
CUSTOMER NAME:

MARK CONSTRUCTION CO.

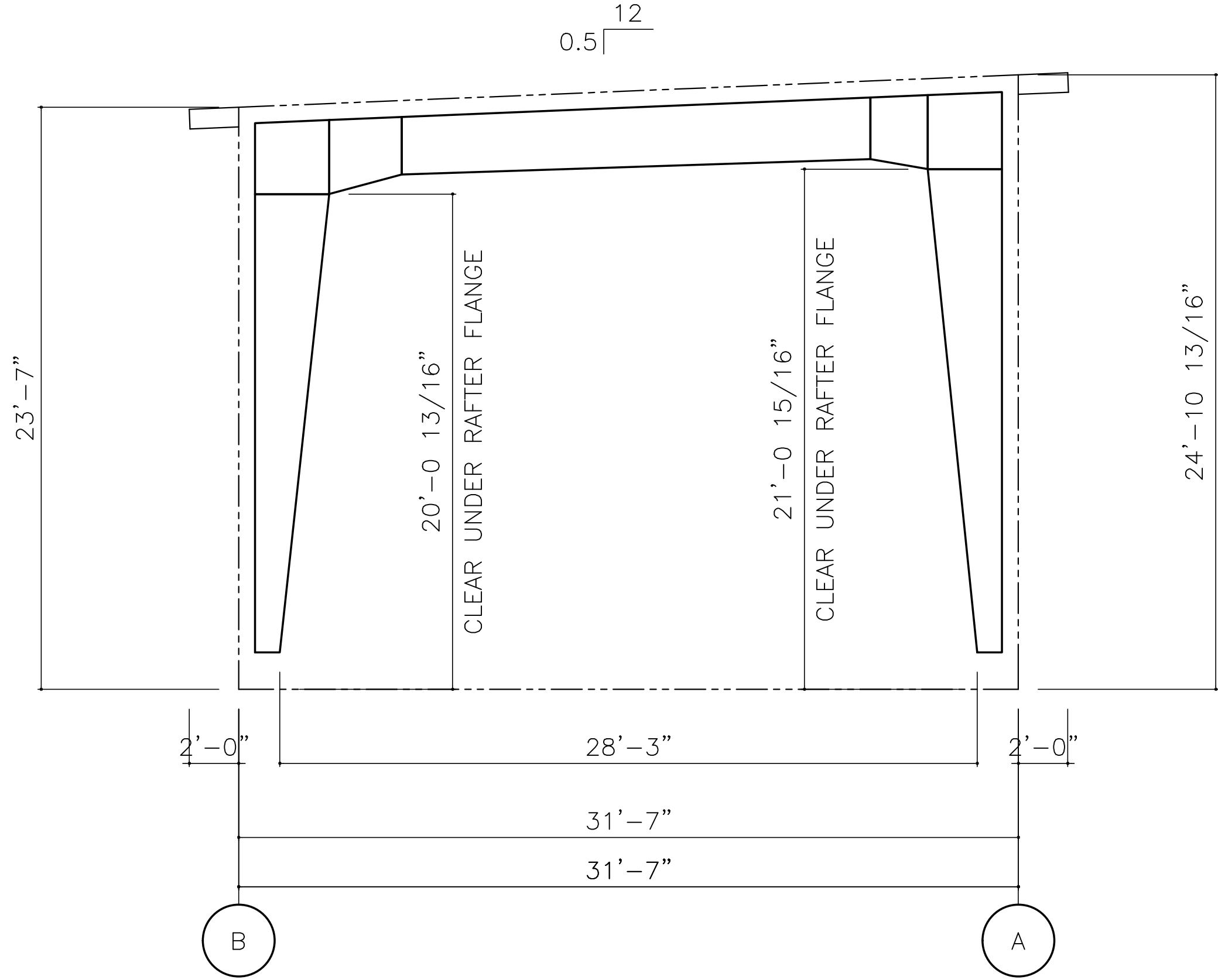
LAKE MARY, FL



Finish floor elevation assumed to be 100'-0" unless noted otherwise.



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Page 57		DELAND WRF		Drawing Generated By eQuote	
SHET TITLE:		DE LAND, FL		AC 472	
PRELIMINARY ANCHOR BOLT PLAN		CUSTOMER NAME:		MARK CONSTRUCTION CO.	
SHET NUMBER:		QUOTE NUMBER:		LAKE MARY, FL	
AB1		1			



FRAME @ LINE(S) 1,2

*ALL CLEAR DIMENSIONS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.

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SHEET TITLE: 7/24/2023 8:09 PM

PRELIMINARY FRAME CROSS SECTIONS

SHEET NUMBER: QUOTE NUMBER: 1

FX 57

PROJECT NAME:

DELAND WRF

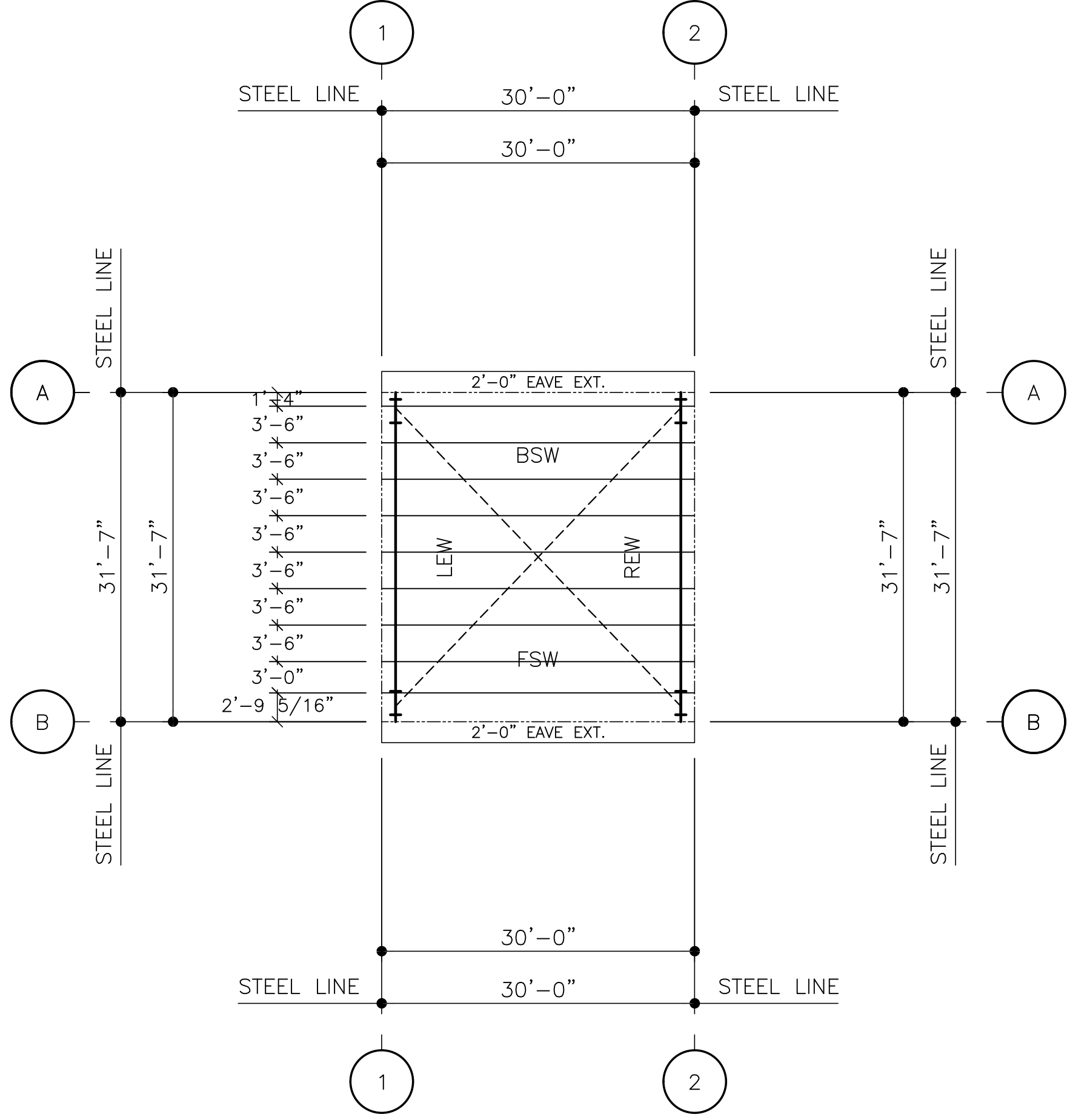
DE LAND, FL

CUSTOMER NAME:

MARK CONSTRUCTION CO.

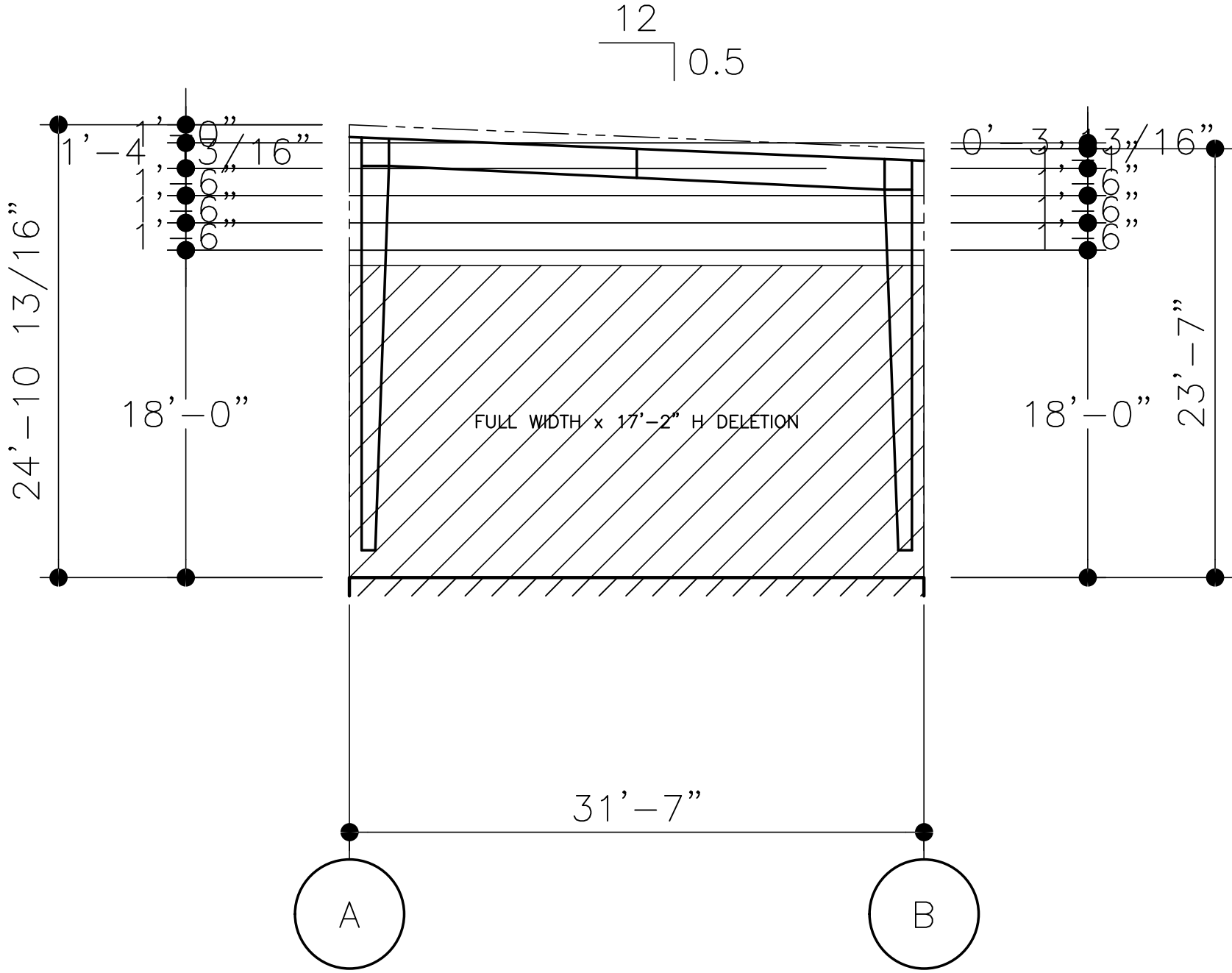
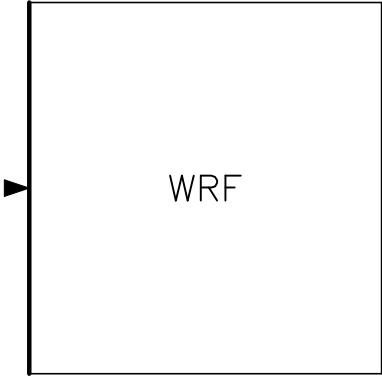
LAKE MARY, FL





WRF ROOF FRAMING PLAN

KEY PLAN



ELEVATION AT LINE 1

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7/24/2023 8:09 PM

PRELIMINARY STRUCTURAL ELEVATIONS

QUOTE NUMBER: 1

ST5

PROJECT NAME:

DELAND WRF

DE LAND, FL

CUSTOMER NAME:

MARK CONSTRUCTION CO.

LAKE MARY, FL



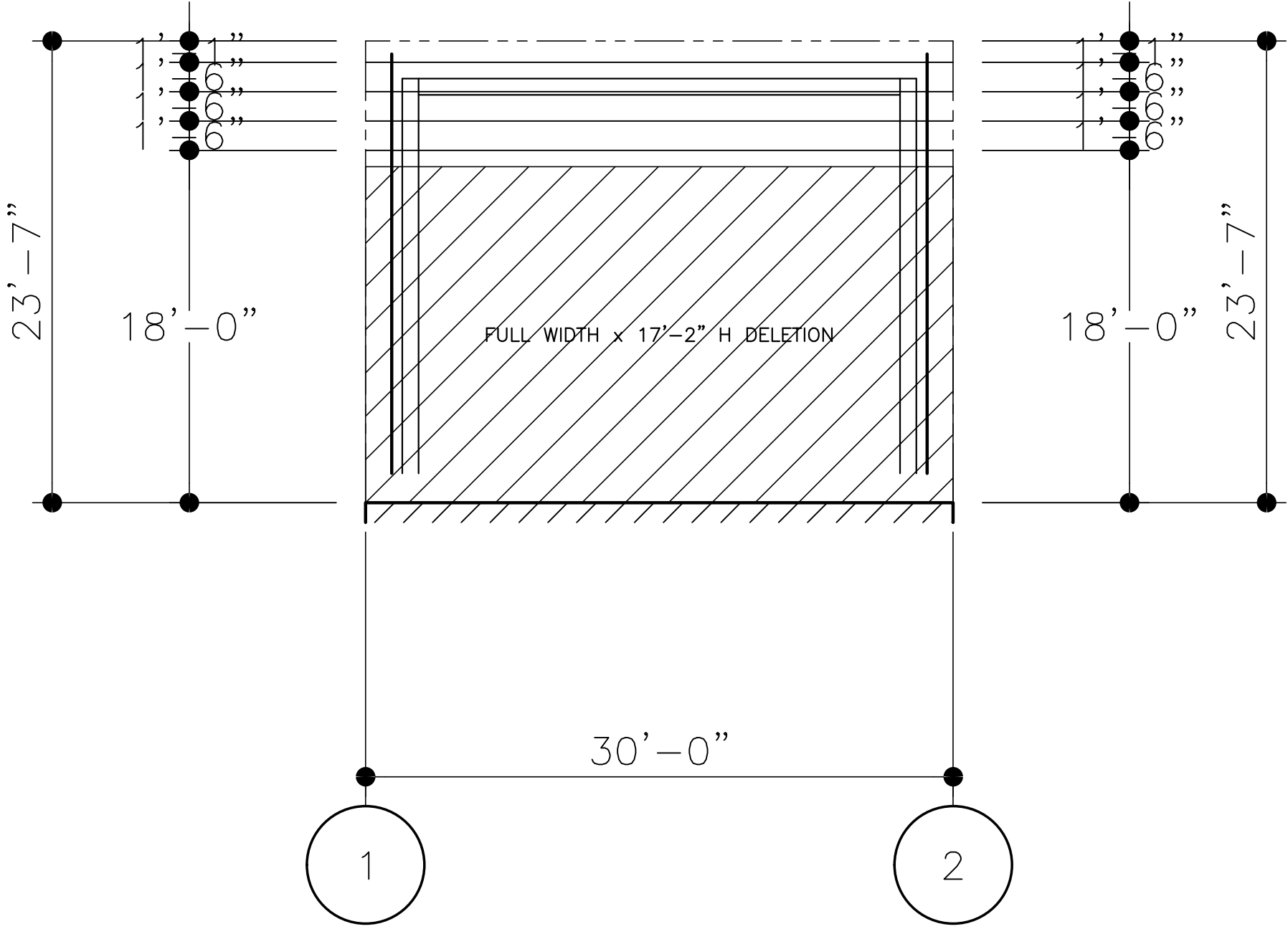
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AC 472

KEY PLAN

WRF



ELEVATION AT LINE B

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PRELIMINARY STRUCTURAL ELEVATIONS

QUOTE NUMBER: 1

ST6

PROJECT NAME:

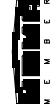
DELAND WRF

DE LAND, FL

CUSTOMER NAME:

MARK CONSTRUCTION CO.

LAKE MARY, FL



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AC 472



WRF

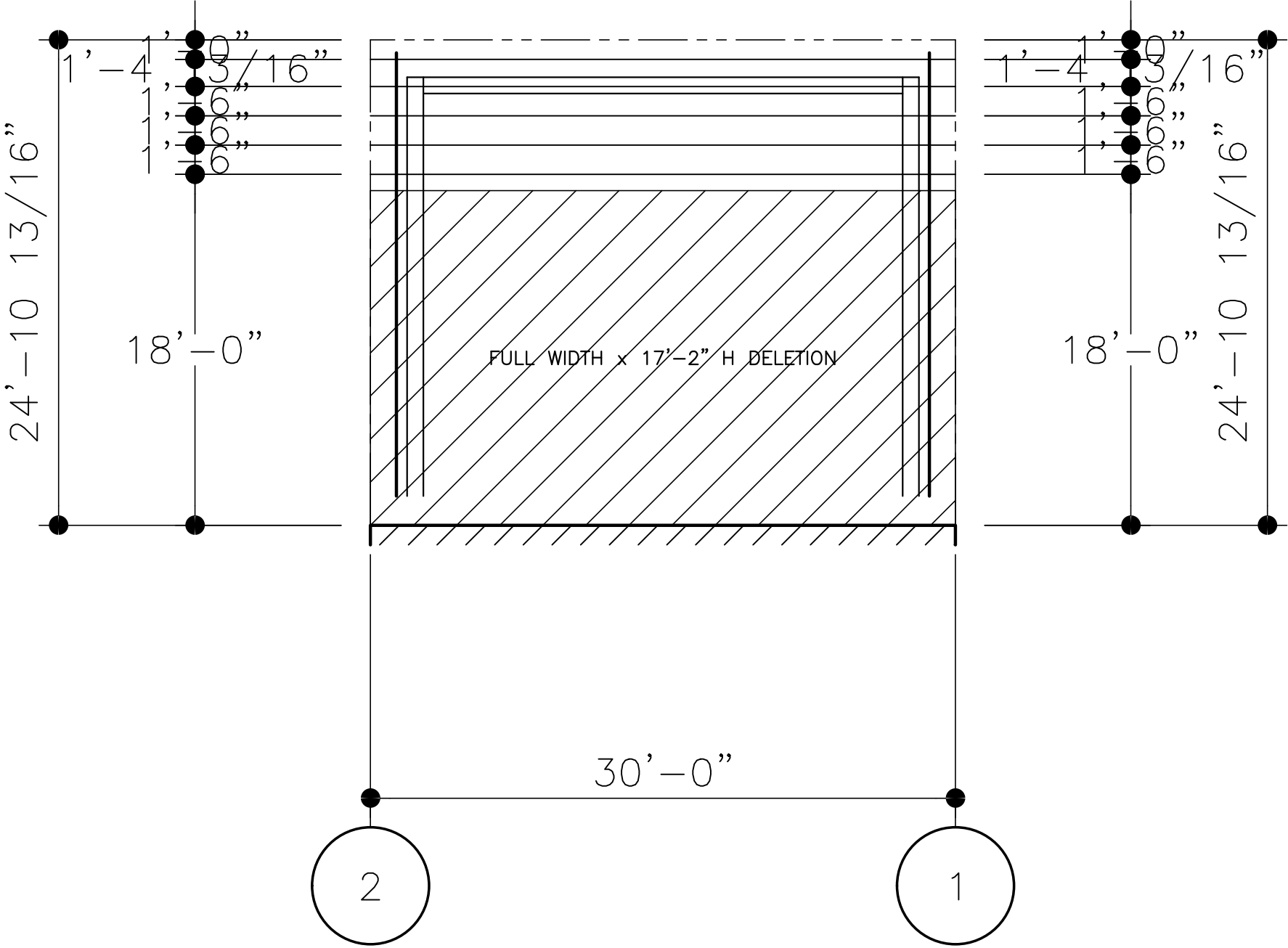


MARK CONSTRUCTION CO.
LAKE MARY, FL

AC 472

KEY PLAN

WRF



ELEVATION AT LINE A

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7/24/2023 8:09 PM

PRELIMINARY STRUCTURAL ELEVATIONS

QUOTE NUMBER:

ST8

1

PROJECT NAME:

DELAND WRF

DE LAND, FL

CUSTOMER NAME:

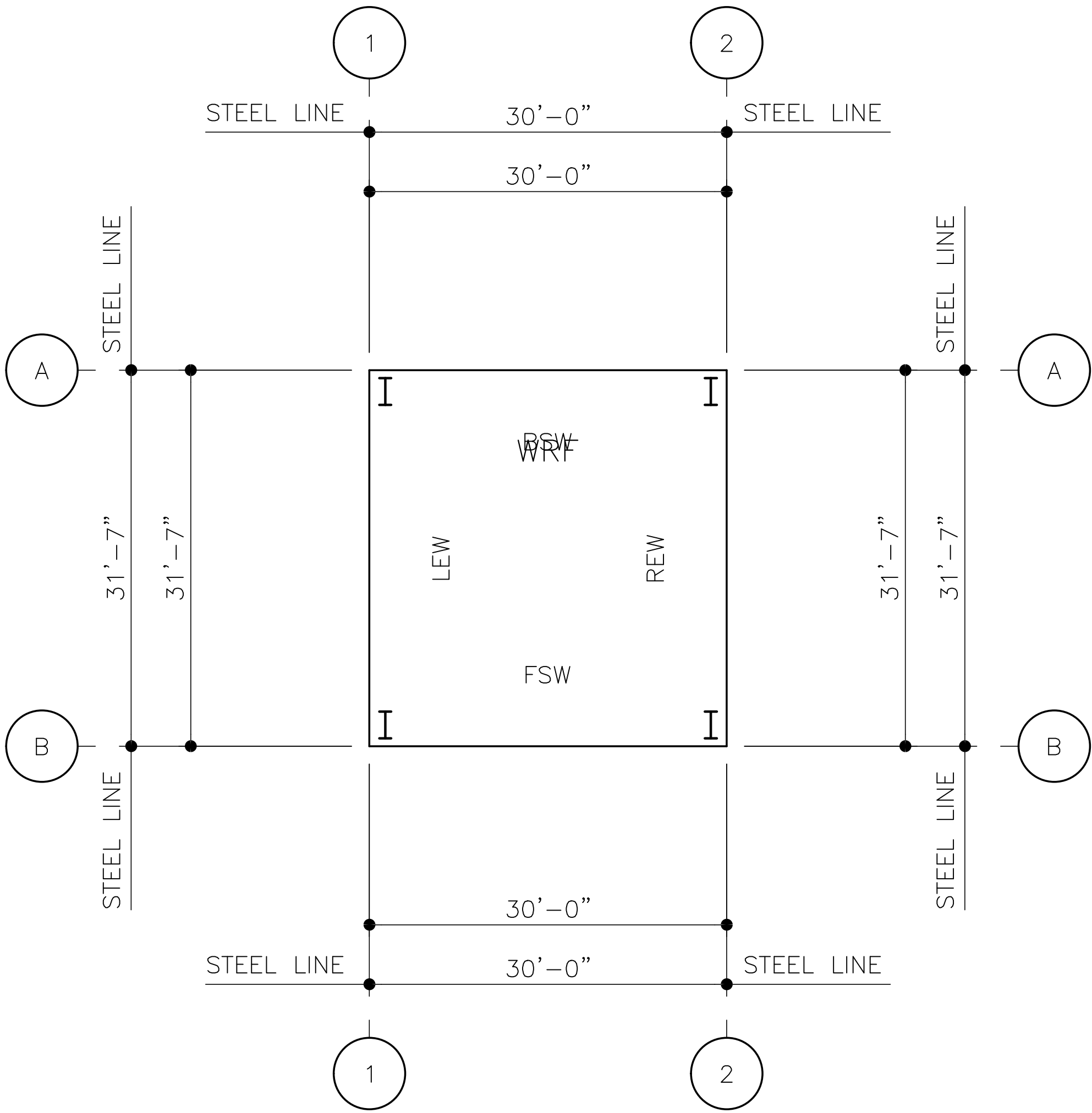
MARK CONSTRUCTION CO.

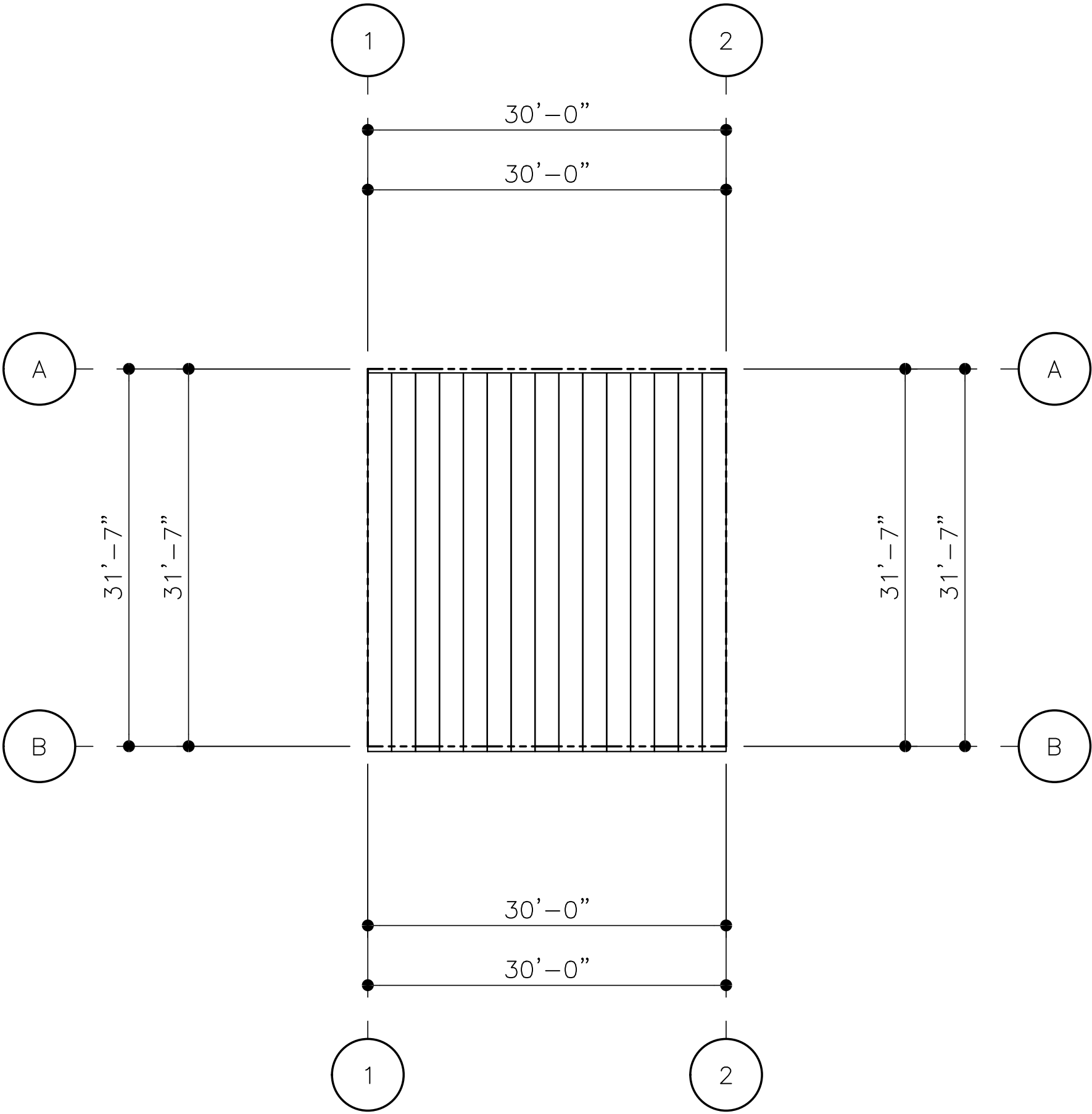
LAKE MARY, FL



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ROOF SHEETING PLAN

WRF - PANELS: 24 GA. STANDINGSEAM360 - TO BE SELECTED (PVDF)

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7/24/2023 8:09 PM

PRELIMINARY ROOF SHEETING PLAN

QUOTE NUMBER:

1

RS1

PROJECT NAME:

DELAND WRF

DE LAND, FL

CUSTOMER NAME:

MARK CONSTRUCTION CO.

LAKE MARY, FL

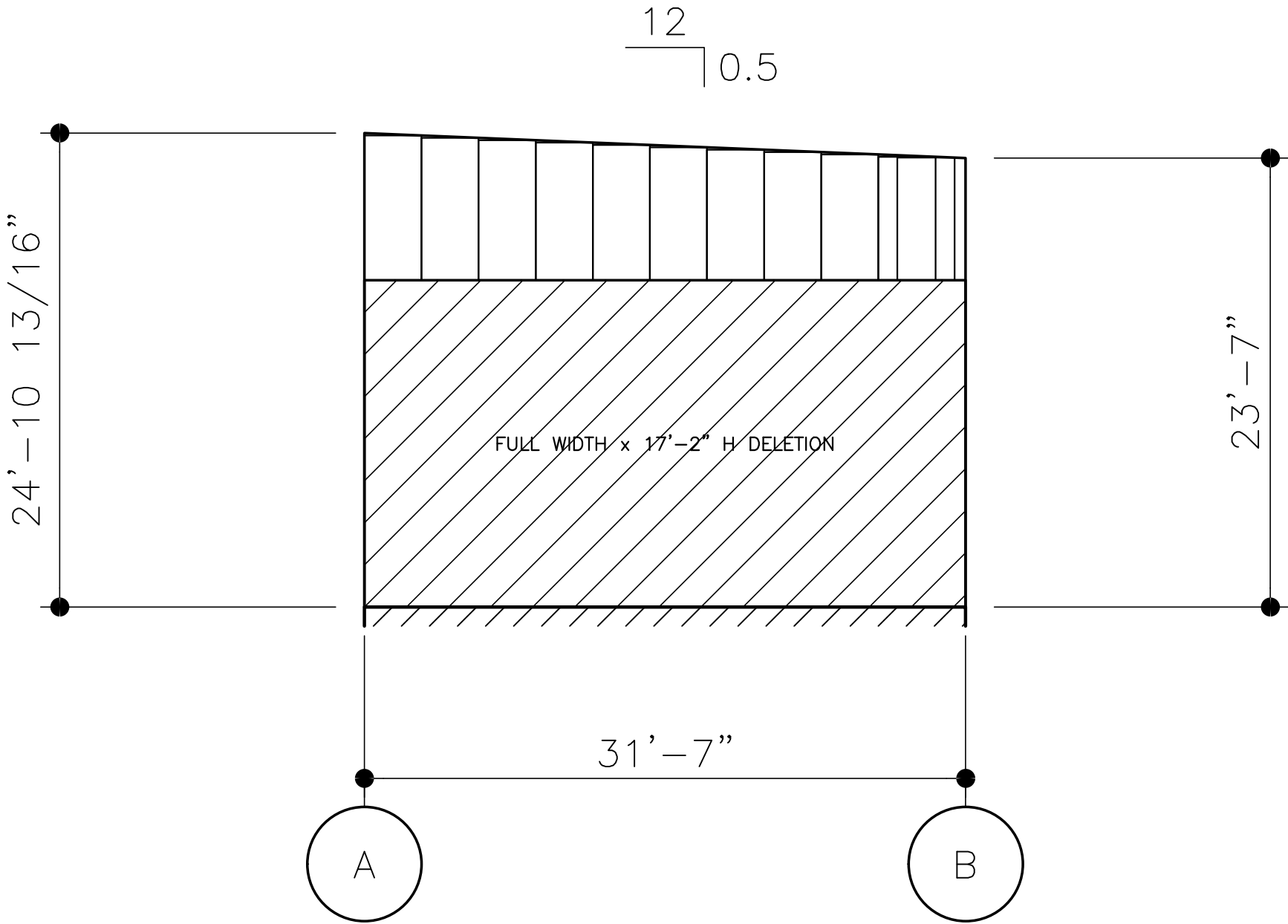
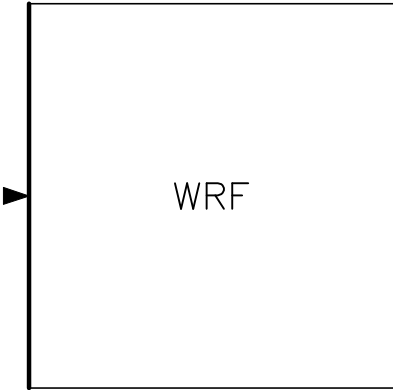


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KEY PLAN



WALL SHEETING ELEVATION AT LINE 1

PANELS: 26 GA. R-PANEL – TO BE SELECTED (PVDF)

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SHEET TITLE: 7/24/2023 8:09 PM

PRELIMINARY SHEETING ELEVATIONS

SHEET NUMBER: QUOTE NUMBER:

WS5

1

PROJECT NAME:

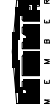
DELAND WRF

DE LAND, FL

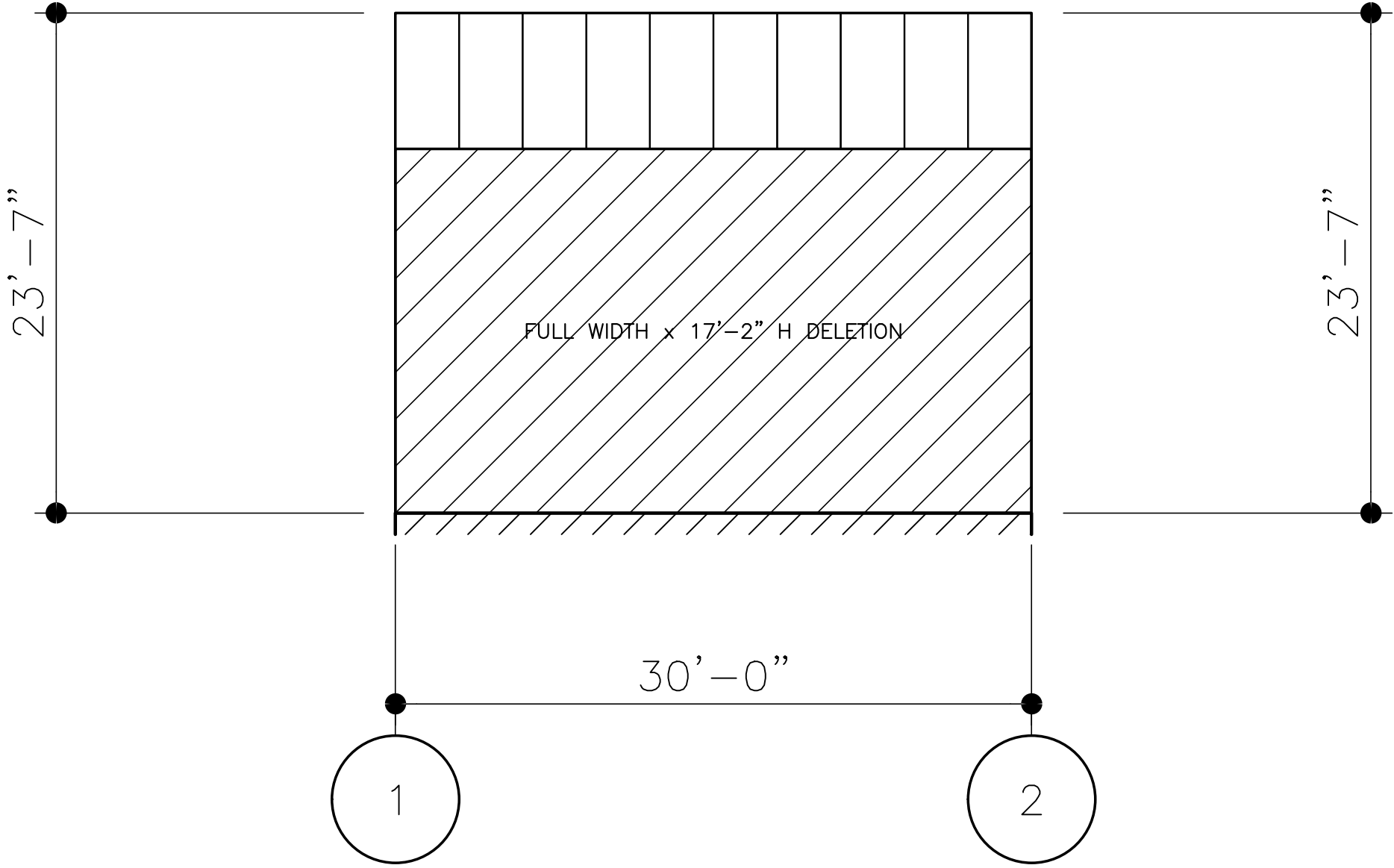
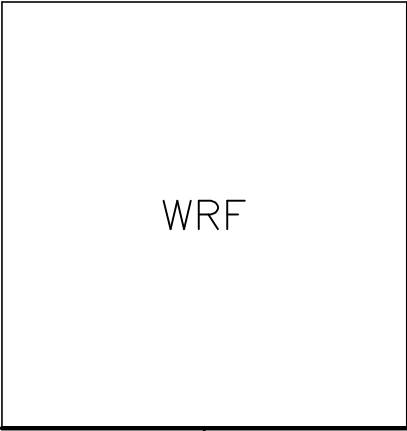
CUSTOMER NAME:

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KEY PLAN



WALL SHEETING ELEVATION AT LINE B

PANELS: 26 GA. R-PANEL – TO BE SELECTED (PVDF)

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Page 1 of 1

7/24/2023 8:09 PM

PRELIMINARY SHEETING ELEVATIONS

SHEET NUMBER: 1

QUOTE NUMBER: WS6

PROJECT NAME:

DELAND WRF

DE LAND, FL

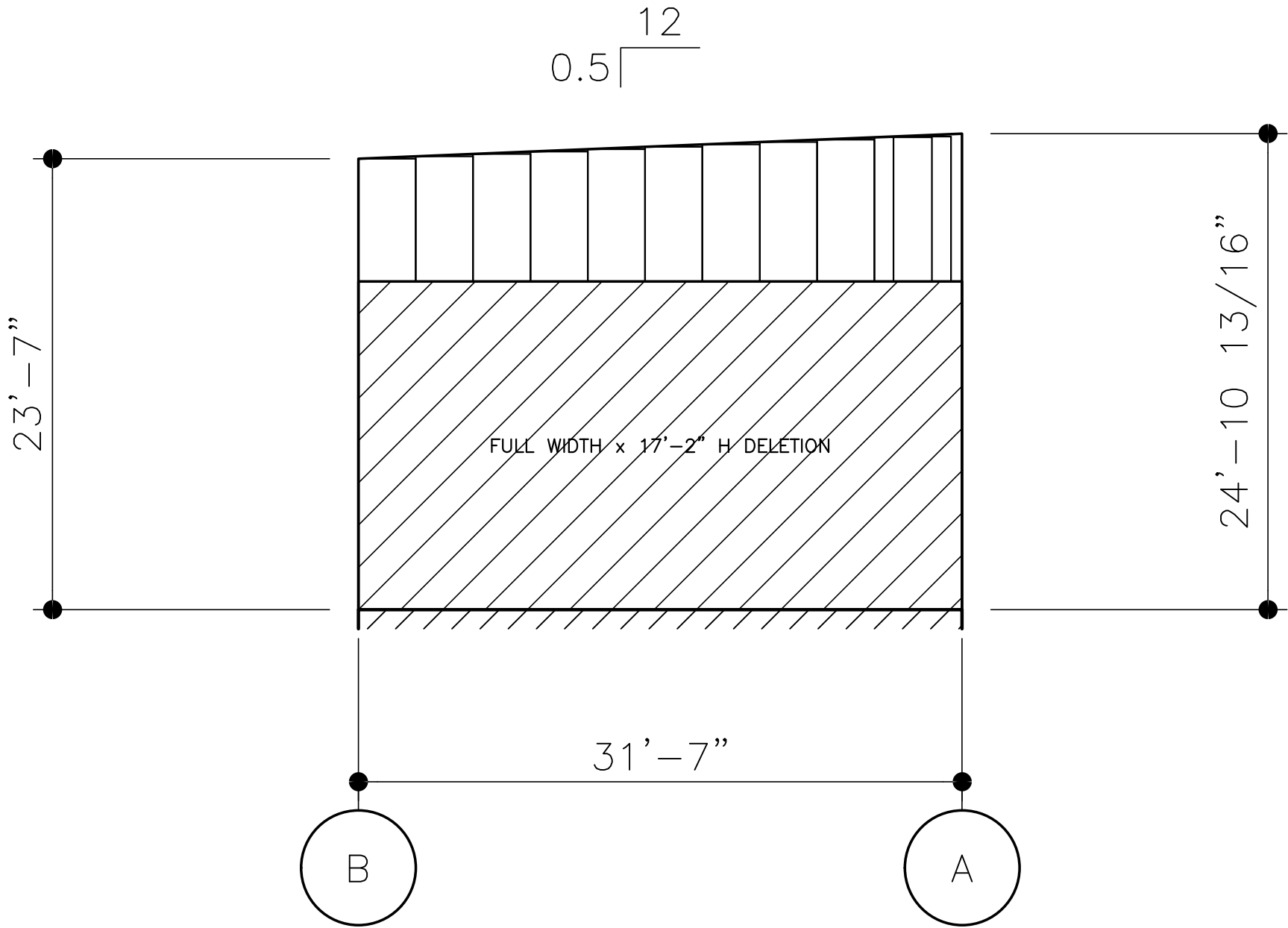
CUSTOMER NAME:

MARK CONSTRUCTION CO.

LAKE MARY, FL



KEY PLAN



WALL SHEETING ELEVATION AT LINE 2

PANELS: 26 GA. R-PANEL – TO BE SELECTED (PVDF)

DO NOT USE FOR FINAL CONSTRUCTION

7/24/2023 8:09 PM

PRELIMINARY SHEETING ELEVATIONS

QUOTE NUMBER:

WS7

1

PROJECT NAME:

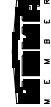
DELAND WRF

DE LAND, FL

CUSTOMER NAME:

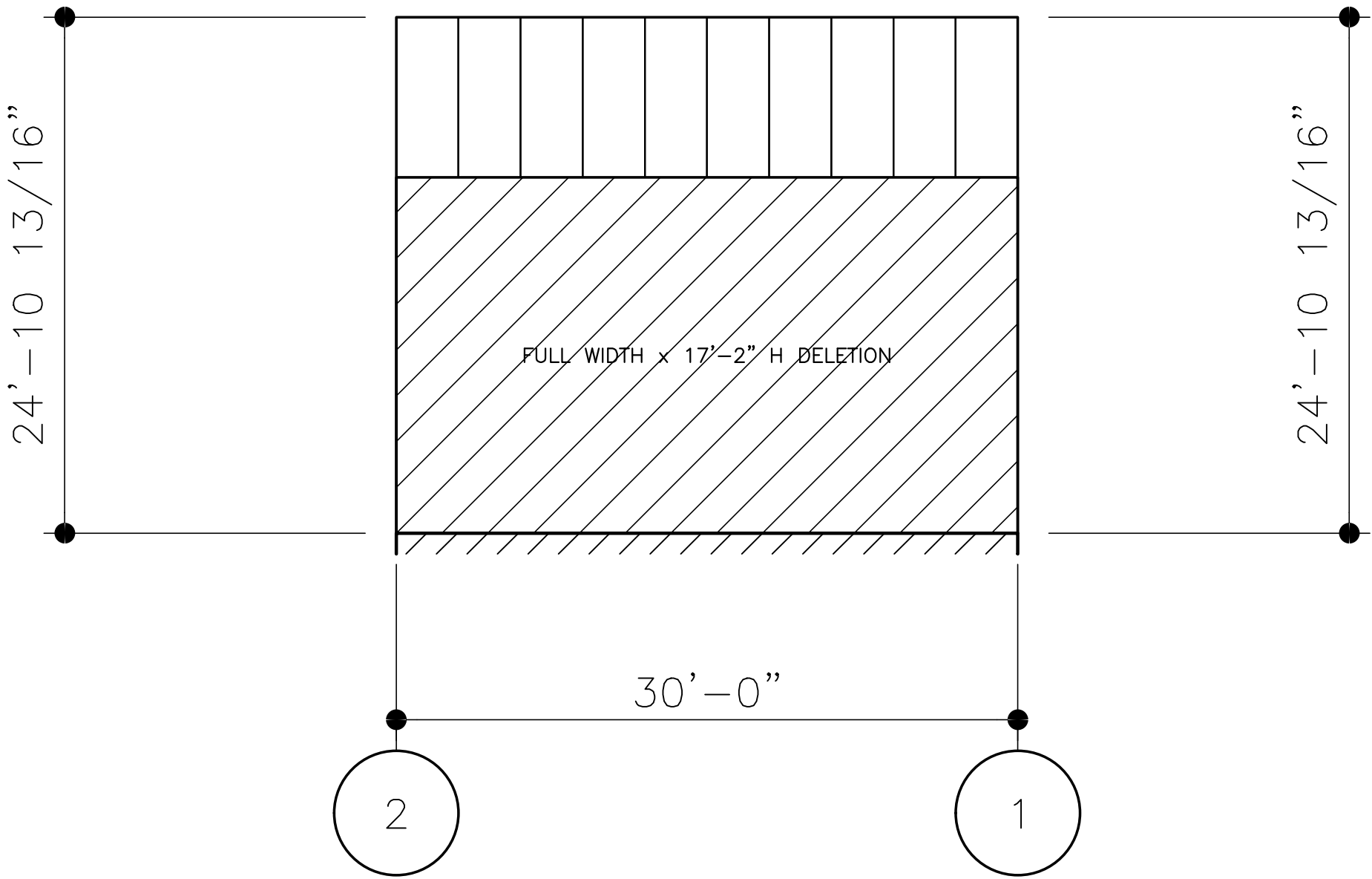
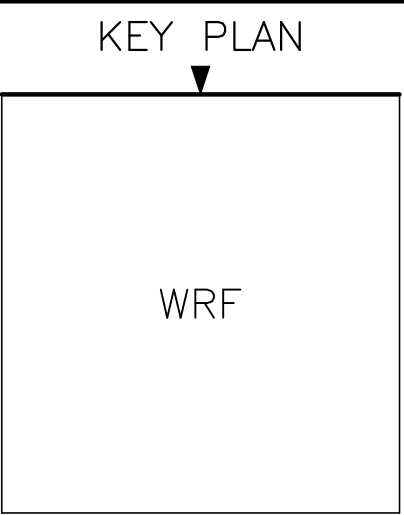
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WALL SHEETING ELEVATION AT LINE A

PANELS: 26 GA. R-PANEL – TO BE SELECTED (PVDF)

DO NOT USE FOR FINAL CONSTRUCTION		PROJECT NAME:		AMERICAN BUILDINGS MEMBER	
7/24/2023 8:09 PM		DELAND WRF		eQuote	
PRELIMINARY SHEETING ELEVATIONS		DE LAND, FL		AC 472	
SHEET NUMBER:		CUSTOMER NAME:		Drawing Generated By	
WS8		MARK CONSTRUCTION CO.			
57		LAKE MARY, FL			

STANDING SEAM 360

PANEL SPECIFICATIONS

1. PRODUCT NAME

American Standing Seam 360 panel for roof applications

2. MANUFACTURER

AMERICAN BUILDINGS COMPANY

3. PRODUCT DESCRIPTION

These standing seam panels float on a system of sliding clips that prevent damage from thermal expansion and contraction. Standing seam designs also eliminate 80% of the through fasteners found in other systems for greater weathertightness. Standing Seam 360 panels provide 24" width coverage with 2" high ribs – 3" including the seam. Minimum roof slope for the Standing Seam 360 roof panels is ¼ to 12.

Basic Use: A roof covering system for new or retrofit construction.

Materials: Standing Seam 360 panels are available in 24 and 22 gage 50,000 psi in either G90 zinc-coated (galvanized) steel or aluminum-zinc alloy-coated (AZ50 or AZ55) steel. Pre-painted panels have PVDF finish.

The Standing Seam 360 concealed (S3PC-_) clip is a two part assembly. The tab portion is die formed of 0.031 thick aluminum-zinc alloy-coated steel. The base shall be die formed 12 gage zinc-coated (galvanized) material 2-1/4" or 3-1/4" (for thermal blocks) high and 6" long. The expansion capability is 2-1/2". For higher uplift values requirements, optional panel clips (S3PC-_R) consists of panel clip (S3PC-_) with an additional panel to clip fastening base which is 16 gage, zinc-coated (galvanized) material are available. Standing Seam 360 sidelaps have factory applied mastic, SikaLastomer-511 or equal. Its composition is 85% solids by weight. Service temperature range is -60°F to + 220°F. Endlaps, roof flashing laps, ridges and eave closures are sealed with tape mastic, Sika Sika-Tape TC-95 or equal. The material is non-staining, non-corrosive, non-toxic and non-volatile. Composition is 100% solid isobutylene tripolymer tape. Service temperature is -60°F to +212°F.

Caulk: Eaves, endlaps, ridge and eave closures are sealed with non-skinning butyl caulk, SikaLastomer-511 or equal. Its composition is 85% solids by weight. Service temperature range is -60°F to + 220°F. All gutter and downspout joints, and roof accessories are sealed with polyurethane caulk, Sika SikaFlex 219LM or equal. It meets or exceeds Federal Specification TT-S-00230C, Type II, Class A.

All fasteners for panel to secondary framing and panel to panel will be one of the following EPDM washer head screws.

Fasteners: Roof fasteners shall be No. 14 x 1" self-drilling carbon steel screws with a molded zinc alloy hex washer head.

Standing Seam 360 panel clips are attached to the purlins with the following fasteners: Self-drilling screws are carbon steel No. 12 x 1-1/4" hex head, cadmium or zinc plated.

Maximum "over the purlin" insulation thickness allowed with these panels is 4" without thermal blocks and 8" with thermal blocks and tall clips.

4. TECHNICAL DATA

The Standing Seam 360 panel has received a Class 90 Wind Uplift rating by Underwriters Laboratories when tested in accordance with test procedure UL 580. The Standing Seam 360 roof panel has been Factory Mutual and Miami-Dade County approved. This panel has been tested in accordance with Wind Uplift ASTM E1592 and CEGS 07416, Air Infiltration, ASTM E1680 and Water Penetration, ASTM E1646. This panel has been approved for SREF (SSTD-97) Impact Testing. This panel has received a Class A fire rating when tested in accordance with test procedure ASTM E108.

5. INSTALLATION

Panels are joined at the sidelap with an interlocking 360 degree seam standing one inch above the major rib. Panel sidelaps are seamed by a special electrical seaming machine. Sidelap sealer is factory applied. Roof systems are installed by American Buildings Company Authorized Builders. Installation may be incorporated with a light gage structural system.

6. AVAILABILITY

For availability, contact:

AMERICAN BUILDINGS COMPANY

7. WARRANTY

Thirty-five year material and twenty-year weathertightness warranties are available.

8. MAINTENANCE

Only normal routine maintenance is required over the life of the panels.

9. TECHNICAL SERVICES

For information, contact:

AMERICAN BUILDINGS COMPANY

....continued

STANDING SEAM 360

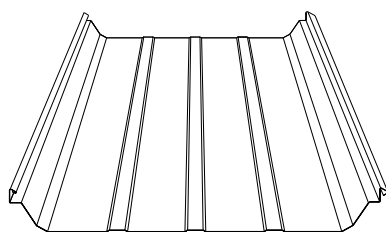
PANEL SPECIFICATIONS

10. PRODUCT NOTES

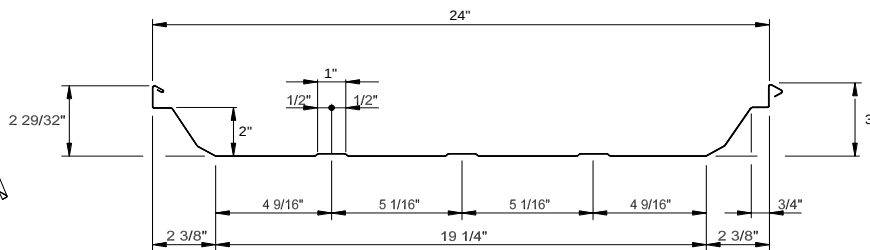
A certain amount of waviness called "oilcanning" may exist in this panel. Minor waviness of the panel is not sufficient cause for rejection, because oilcanning does not affect the structural integrity of the panel. Standing Seam Panels in general are known for their tendency to rumble in high winds if insulation is not used. SSII and SS360 are no different. Under no circumstances should SSII or SS360 be used

without blanket insulation between the panel and the purlin/bar joist.

American Buildings Company reserves the right to revise all standard specifications and information. American Buildings Company regularly updates its published "Standard Specifications" on the American Buildings web site, www.americanbuildings.com, which supercede and replace any previously published standard specifications of American Buildings Company.



PANEL PROFILE



CROSS SECTION

Engineering Properties of American Buildings Company Standing Seam 360 Panel (ASD)											
Designated Gage of Steel	Steel Yield KSI	Base Metal Thick. (In.)	Total Thick. (In.)	Panel Base Metal Weight (lbs. / ft. ²)	Top In Compression			Bottom In Compression			Fb KSI
					Ix (In. ⁴ / ft.)	Sx (In. ³ / ft.)	Ma K-IN. / ft.	Ix (In. ⁴ / ft.)	Sx (In. ³ / ft.)	Ma K-IN. / ft.	
24 Ga.	50	0.0225	0.0241	1.13	0.278	0.116	3.48	0.126	0.080	2.41	30
22 Ga.	50	0.0300	0.0316	1.50	0.372	0.159	4.76	0.177	0.111	3.32	30

Gage of Panel	No. of Spans	Load Type	Maximum Total Uniform Load in PSF															
			Span Lengths, Ft.															
			1.50		2.00		2.50		3.00		3.50		4.00		4.50		5.00	
24 Ga.	1	POS	1032	B	581	B	372	B	258	B	190	B	145	B	115	B	93	B
	2	POS	548	B+S	340	B+S	230	B+S	165	B+S	123	B+S	96	B+S	76	B+S	62	B+S
	3	POS	631	B+S	402	B+S	275	B+S	199	B+S	151	B+S	117	B+S	94	B+S	77	B+S
	4	POS	606	B+S	382	B+S	261	B+S	188	B+S	142	B+S	110	B+S	88	B+S	72	B+S
22 Ga.	1	POS	1409	B	793	B	507	B	352	B	259	B	198	B	157	B	127	B
	2	POS	798	B+S	487	B+S	325	B+S	231	B+S	173	B+S	133	B+S	106	B+S	86	B+S
	3	POS	930	B+S	580	B+S	393	B+S	282	B+S	212	B+S	164	B+S	131	B+S	107	B+S
	4	POS	889	B+S	551	B+S	371	B+S	266	B+S	199	B+S	154	B+S	123	B+S	100	B+S

- The panels are checked for bending (B), shear (S), combined bending and shear (B+S) and deflection (D). The controlling check is noted in the table. Deflection is limited to span/60.
- Section Properties are calculated in accordance with the 2012 *North American Specification for the Design of Cold-Formed Steel Structural Members*.
- Minimum yield strength of 24 and 22 gage steel is 50,000 psi.
- Steel panels are either aluminum-zinc alloy or G-90 coated. The base metal thickness is used in determining section properties.
- Positive load (POS) is applied inward toward the panel supports, and is applied to the outer surface of the full panel cross-section.

LONG SPAN III

PANEL SPECIFICATIONS

1. PRODUCT NAME

American Long Span III Panel for roof and wall applications.

2. MANUFACTURER

AMERICAN BUILDINGS COMPANY

3. PRODUCT DESCRIPTION

These wall and roof panels have 1 ¼" ribs on 12" centers for an even shadowed appearance. They offer 36" width coverage and are reinforced between the ribs for added strength. Minimum roof slope for Long Span III roof panels is ½ to 12.

Basic Use: A roof and wall covering systems for new or retrofit construction.

Materials: Long Span III panels are available in 29, 26, 24 gage 80,000 psi or 22 gage 50,000 psi and either G90 zinc-coated (galvanized) steel or aluminum-zinc alloy-coated (AZ50 or AZ55) steel. Pre-painted panels have American PVDF or SP (Silicone-Polyester) Finish. An embossed finish is available as an option. Long Span III wall panels are attached to the secondary framing members by self-drilling carbon steel screws, No. 12 x 1 1/4" hex washer head, cadmium or zinc plated. Long Span III wall sidelaps are stitched with self-drilling carbon steel screws, No. 14 X 3/4" Type A or AB, cadmium or zinc plated.

Fasteners are normally color coordinated with a premium coating system that protects against corrosion and weathering. Long Span III roof panels are attached to secondary framing members by the following:

Fasteners: Roof fasteners shall be No. 12 x 1 1/4" self-drilling carbon steel screws with a molded zinc alloy hex washer head. Roof fasteners shall be assembled with an EPDM washer.

Fasteners for roof panel sidelaps and flashing connection shall be stitched by the following:

Roof fasteners shall be No. 14 X 3/4", Type "AB" self-drilling carbon steel screws with a molded zinc alloy hex washer head. Roof fasteners shall be assembled with an EPDM washer.

Long Span III panel roof sidelaps, endlaps, roof flashing laps; ridge and eave are sealed with tape mastic, Sika Sika-Tape TC-95 or equal. The material is non-staining, non-corrosive, non-toxic and non-volatile. Composition is 100% solid isobutylene tripolymer tape. Service temperature is -60°F to +250°F. Maximum insulation thickness allowed with roof panels is 6" and 6" for wall panel applications.

4. TECHNICAL DATA

The Long Span III panel has received a Class 90 Wind Uplift rating by Underwriters Laboratories when tested in accordance with test procedure UL 580. This panel has been Factory Mutual and Miami-Dade County approved and tested in accordance with Air Infiltration, ASTM E283 and Water Penetration, ASTM E331. This panel has received a Class A fire rating when tested in accordance with test procedure, ASTM E108

5. INSTALLATION

Installation should be performed in accordance with American Buildings Company's manuals and building erection drawings, and should be by a qualified installer using proper tools and equipment. Systems are installed by American Buildings Company Authorized Builders.

6. AVAILABILITY

For availability, contact:

AMERICAN BUILDINGS COMPANY

7. WARRANTY

Thirty-five year material warranties are available.

8. MAINTENANCE

Only normal routine maintenance is required over the life of the panels.

9. TECHNICAL SERVICES

For information, contact:

AMERICAN BUILDINGS COMPANY

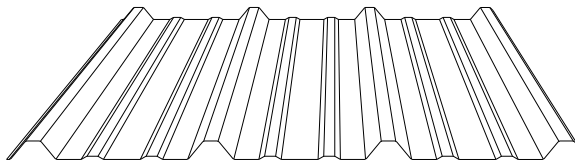
10. PRODUCT NOTES

American Buildings Company reserves the right to revise all standard specifications and information. American Buildings Company regularly updates its published "Standard Specifications" on the American Buildings web site, www.americanbuildings.com, which supercede and replace any previously published standard specifications of American Buildings Company.

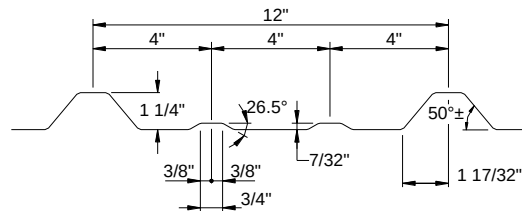
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LONG SPAN III

PANEL SPECIFICATIONS



PANEL PROFILE



PARTIAL CROSS SECTION

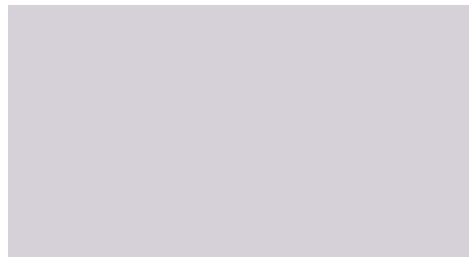
Engineering Properties of American Buildings Company Long Span III Panel (ASD)											
Designated Gage of Steel	Steel Yield KSI	Base Metal Thick. (In.)	Total Thick. (In.)	Panel Base Metal Weight (lbs. / ft. ²)	Top In Compression			Bottom In Compression			Fb KSI
					Ix (In. ⁴ / ft.)	Sx (In. ³ / ft.)	Ma K-IN. / ft.	Ix (In. ⁴ / ft.)	Sx (In. ³ / ft.)	Ma K-IN. / ft.	
29 Ga.	80	0.0137	0.0153	0.66	0.030	0.025	0.91	0.026	0.035	1.27	36
26 Ga.	80	0.0177	0.0193	0.86	0.043	0.037	1.34	0.035	0.046	1.66	36
24 Ga.	80	0.0225	0.0241	1.09	0.060	0.054	1.95	0.047	0.059	2.14	36
22 Ga.	50	0.0300	0.0316	1.45	0.083	0.085	2.56	0.070	0.081	2.44	30

Gage of Panel	No. of Spans	Load Type	Maximum Total Uniform Load in PSF											
			Span Lengths, Ft.											
			3.00			3.50			4.00			4.50		
29 Ga.	1	POS	67	B	49	B	38	B	30	B	24	B	17	B
		NEG	-94	B	-69	B	-53	B	-42	B	-34	B	-23	B
	2	POS	46	C	40	C	35	C	31	C	28	C	22	B+S
		NEG	-49	P	-42	P	-36	B+S	-29	B+S	-23	B+S	-16	B+S
	3	POS	53	C	45	C	39	C	35	C	32	C	26	B
		NEG	-56	P	-48	P	-42	P	-35	B+S	-29	B+S	-20	B+S
	4	POS	51	C	43	C	38	C	34	C	30	C	25	C
		NEG	-54	P	-46	P	-40	P	-33	B+S	-27	B+S	-19	B+S
26 Ga.	1	POS	99	B	73	B	56	B	44	B	36	B	25	B
		NEG	-123	B	-91	B	-69	B	-55	B	-44	B	-31	B
	2	POS	75	C	64	C	56	C	50	C	43	B+S	30	B+S
		NEG	-64	P	-55	P	-48	P	-42	P	-35	B+S	-24	B+S
	3	POS	85	C	73	C	64	C	57	C	51	C	37	B+S
		NEG	-72	P	-62	P	-54	P	-48	P	-43	P	-30	B+S
	4	POS	82	C	70	C	61	C	55	C	49	C	35	B+S
		NEG	-70	P	-60	P	-52	P	-46	P	-41	B+S	-28	B+S
24 Ga.	1	POS	145	B	106	B	81	B	64	B	52	B	36	B
		NEG	-158	B	-116	B	-89	B	-70	B	-57	B	-40	B
	2	POS	117	C	100	C	87	B+S	69	B+S	56	B+S	39	B+S
		NEG	-81	P	-69	P	-61	P	-54	P	-49	P	-36	B+S
	3	POS	133	C	114	C	100	C	86	B+S	70	B+S	49	B+S
		NEG	-92	P	-79	P	-69	P	-61	P	-55	P	-45	B+S
	4	POS	128	C	110	C	96	C	80	B+S	65	B+S	46	B+S
		NEG	-89	P	-76	P	-66	P	-59	P	-53	P	-42	B+S
22 Ga.	1	POS	189	B	139	B	107	B	84	B	68	B	47	B
		NEG	-180	B	-133	B	-102	B	-80	B	-65	B	-45	B
	2	POS	166	C	130	B+S	100	B+S	79	B+S	64	B+S	45	B+S
		NEG	-114	P	-98	P	-86	P	-76	P	-67	B+S	-47	B+S
	3	POS	188	C	161	C	124	B+S	99	B+S	80	B+S	56	B+S
		NEG	-130	P	-111	P	-98	P	-87	P	-78	P	-59	B+S
	4	POS	181	C	151	B+S	116	B+S	92	B+S	75	B+S	52	B+S
		NEG	-125	P	-107	P	-94	P	-83	P	-75	P	-55	B+S

- The panels are checked for bending (B), shear (S), combined bending and shear (B+S), deflection (D), web crippling (C), and panel pullover (P). The controlling check is noted in the table. Deflection is limited to span/60, and includes the permitted wind load reduction factor of 0.7 times the "components and cladding" loads as noted in footnote f of IBC Table 1604.3.
- Section Properties are calculated in accordance with the 2012 *North American Specification for the Design of Cold-Formed Steel Structural Members*.
- Minimum yield strength of 29, 26 and 24 gage steel is 80,000 psi. Minimum yield strength of 22 gage steel is 50,000 psi.
- Steel panels are either aluminum-zinc alloy or G-90 coated. The base metal thickness is used in determining section properties.
- Positive load (POS) is applied inward toward the panel supports, and is applied to the outer surface of the full panel cross-section. Negative load (NEG) is in the opposite direction.

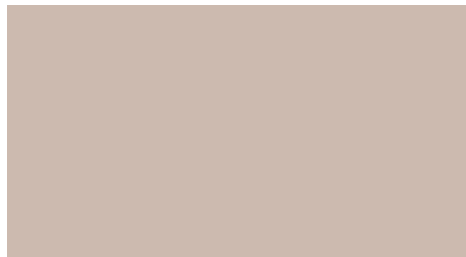
SP Cool Coatings

This cool silicone-polyester paint system utilizes a two-coat system that offers superior quality and durability.



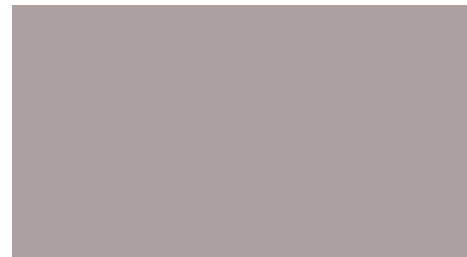
Polar White [†]

IR .67 SRI 81



Sandstone [†]

IR .59 SRI 69



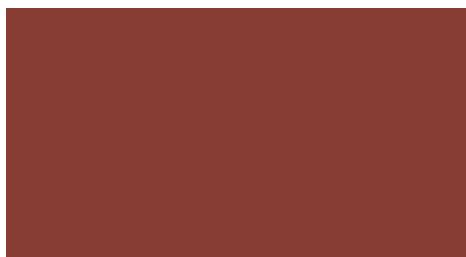
Fox Gray [†]

IR .51 SRI 58



Sagebrush Tan [†]

IR .51 SRI 59



Brick Red [†]

IR .38 SRI 40



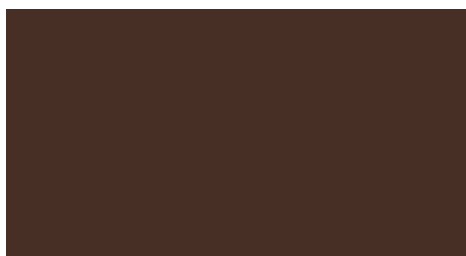
Aztec Blue [†]

IR .27 SRI 26



Forest Green [†]

IR .27 SRI 25



Burnished Slate [†]

IR .32 SRI 32



Galvalume ^{★†}

IR .77 SRI 72

*Non-Stock Color: Extended lead times may apply. *The Galvalume coating process is likely to result in variances in spangle (size, number, and reflection) from coil to coil which may result in noticeable shade variations. Galvalume is also subject to variable weathering and may appear to have different shades due to weathering characteristics. These shade variations are not cause for rejection. [†] ENERGY STAR® Qualified Color. All SP colors have a 25-year finish warranty. Colors shown closely approximate actual coating colors. These colors utilize Cool Coating Technology. The term "TBS" on the Order Document refers to "To Be Selected" from standard SP colors as shown on this chart.



SP Cool Coatings

Product Specifications



Solar Reflectance, Thermal Emittance and Solar Reflectance Index (SRI)

Solar Reflectance

To be considered “cool,” products must have a Solar Reflectance of at least .25. Solar Reflectance is the fraction of the total solar energy that is reflected away from a surface.

Thermal Emittance

Thermal Emittance is the measure of a panel's ability to release heat that it has absorbed.

Solar Reflectance Index (SRI)

Put Solar Reflectance and Thermal Emittance together and you get the Solar Reflectance Index (SRI). SRI is calculated by using the values of solar reflectance, thermal emittance and a medium wind coefficient. The higher the SRI value, the lower its surface temperature and consequently, the heat gain into the building. Metal roofs coated with SP Cool Coatings achieve an SRI of 25-81, depending on the color.

Conventional roof surfaces have low reflectance (0.05 to 0.25) and high thermal emittance (typically over .85). Roof panels with both high reflectance and high emittance can reduce the surface temperature by as much as 30-50% based on color and geographic location, which will result in a reduced heat gain to the building, therefore reducing the energy demand.

GALVALUME® is a registered trademark of BIEC International Inc., and some of its licensed producers.

SP COOL PANEL COLORS

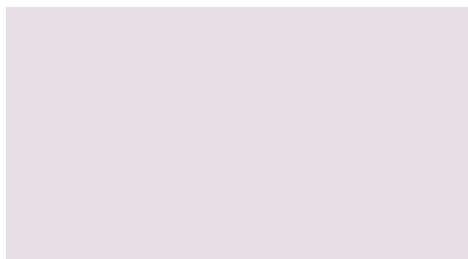
SP Cool Color	Initial Solar Reflectance (IR)	Initial Thermal Emittance	Solar Reflectance Index (SRI)
Polar White	.67	0.83	81
Sandstone	.59	0.84	69
Fox Gray	.51	0.85	58
Sagebrush Tan	.51	0.85	59
Brick Red	.38	0.85	40
Aztec Blue	.27	0.85	26
Forest Green	.27	0.83	25
Burnished Slate	.32	0.85	32
Galvalume®	.77	0.08	72

SP COOL TECHNICAL INFORMATION

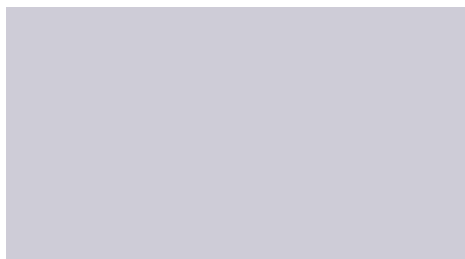
Test	Test Methods	Performance
Dry Film Thickness	ASTM D1005	0.15 - 0.30 mil primer 0.70 - 0.90 mil topcoat
Gloss	ASTM D523 @ 60°	10 - 80+
Solar Reflectance	ASTM E903, ASTM E1918 Using portable reflectometer	0.25 (25%) min.
Emissivity	ASTM C1371, ASTM E408	0.80 (80%) min.
Pencil Hardness	ASTM D3363	F min.
Flexibility	T-Bend, ASTM D4145	2 T-bend, No pick off
Adhesion	ASTM D3359	1.5 x metal thickness, No adhesion loss
Reverse Impact	ASTM D2794	2 x gauge or 80 lbs.
Abrasion, Falling Sand	ASTM D968	25 - 40 l/mil
Mortar Resistance	ASTM C267	No effect
Detergent Resistance	ASTM D2248 3% detergent @ 100°F (72 hrs.)	No effect
Acid Resistance	ASTM D1308 10% muriatic acid - 15 min. 20% sulfuric acid - 24 hrs.	No effect No effect
Acid Rain Test	Kesternich SO2, DIN 50018	10 cycles min. No objectionable color change
Alkali Resistance	ASTM D1308 10% , 20% NaOH, 1 hr.	No effect
Salt Spray Resistance	ASTM B117 5% salt fog @ 95°F	Passes 1000 hrs.
Humidity Resistance	ASTM D714, ASTM D2247 100% relative humidity @ 95°F	Passes 1000 hrs. No blisters, cracks or peeling
Exterior Exposure	ASTM D2244, ASTM D4214 10 yrs. @ 45°F, South Florida	Max. 5 fade Max. 8 chalk

PVDF Cool Coatings

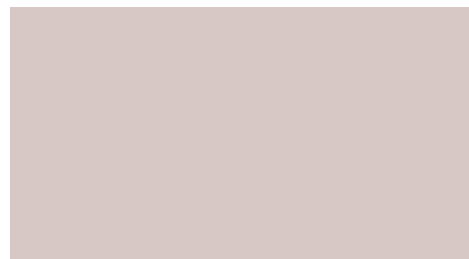
PVDF utilizes a two-coat system featuring fade resistant color, incredible durability, and environmentally-friendly “cool” technology.

Regal White ⁺

IR .72 SRI 88

Reflective White ⁺⁺

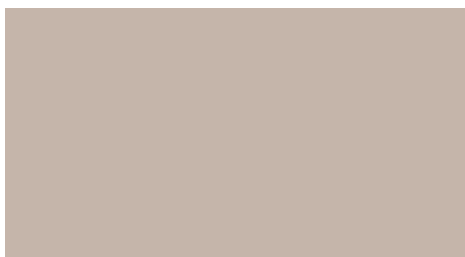
IR .63 SRI 76

Warm White ⁺

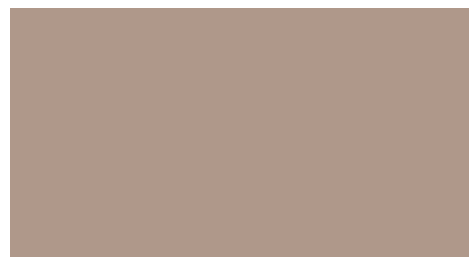
IR .63 SRI 76

Pearl Gray ⁺⁺

IR .47 SRI 54

Desert Sand ⁺⁺

IR .57 SRI 67

Surrey Beige ⁺

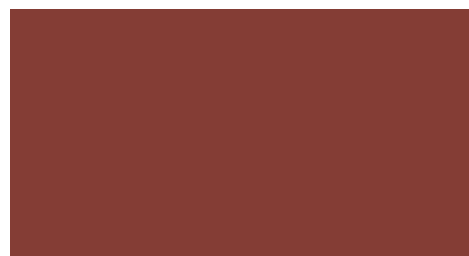
IR .50 SRI 56

Slate Gray ⁺

IR .37 SRI 40

Royal Blue ⁺

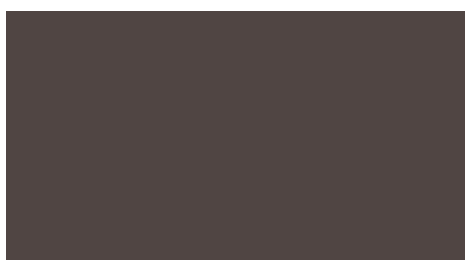
IR .30 SRI 30

Terra Cotta ⁺

IR .36 SRI 38

Cypress Green ⁺

IR .31 SRI 31

Dark Bronze ⁺

IR .32 SRI 33

Brite Red ⁺⁺

IR .38 SRI 40

Charcoal ⁺⁺

IR .32 SRI 34

Midnight Black ⁺⁺

IR .27 SRI 26

Galvalume ⁺⁺

IR .77 SRI 72

*Non-Stock Color: Extended lead times may apply. *The Galvalume coating process is likely to result in variances in spangle (size, number, and reflection) from coil to coil which may result in noticeable shade variations. Galvalume is also subject to variable weathering and may appear to have different shades due to weathering characteristics. These shade variations are not cause for rejection. ⁺ENERGY STAR® Qualified Color. All standard PVDF colors have a 35-year finish warranty. Colors shown closely approximate actual coating colors. These colors utilize Cool Coating Technology. The term “TBK” on the Order Document refers to “To Be Selected” from standard PVDF colors as shown on this chart. Please note that PVDF is a slight upcharge over SP.



PVDF Cool Coatings

Product Specifications



Solar Reflectance, Thermal Emittance and Solar Reflectance Index (SRI)

Solar Reflectance

To be considered “cool,” products must have a Solar Reflectance of at least .25. Solar Reflectance is the fraction of the total solar energy that is reflected away from a surface.

Thermal Emittance

Thermal Emittance is the measure of a panel's ability to release heat that it has absorbed.

Solar Reflectance Index (SRI)

Put Solar Reflectance and Thermal Emittance together and you get the Solar Reflectance Index (SRI). SRI is calculated by using the values of solar reflectance, thermal emittance and a medium wind coefficient. The higher the SRI value, the lower its surface temperature and consequently, the heat gain into the building. Metal roofs coated with pigmented PVDF resin achieve an SRI of 26-88, depending on the color.

Conventional roof surfaces have low reflectance (0.05 to 0.25) and high thermal emittance (typically over .85). Roof panels with both high reflectance and high emittance can reduce the surface temperature by as much as 30-50% based on color and geographic location, which will result in a reduced heat gain to the building, therefore reducing the energy demand.

GALVALUME® is a registered trademark of BIEC International Inc., and some of its licensed producers.

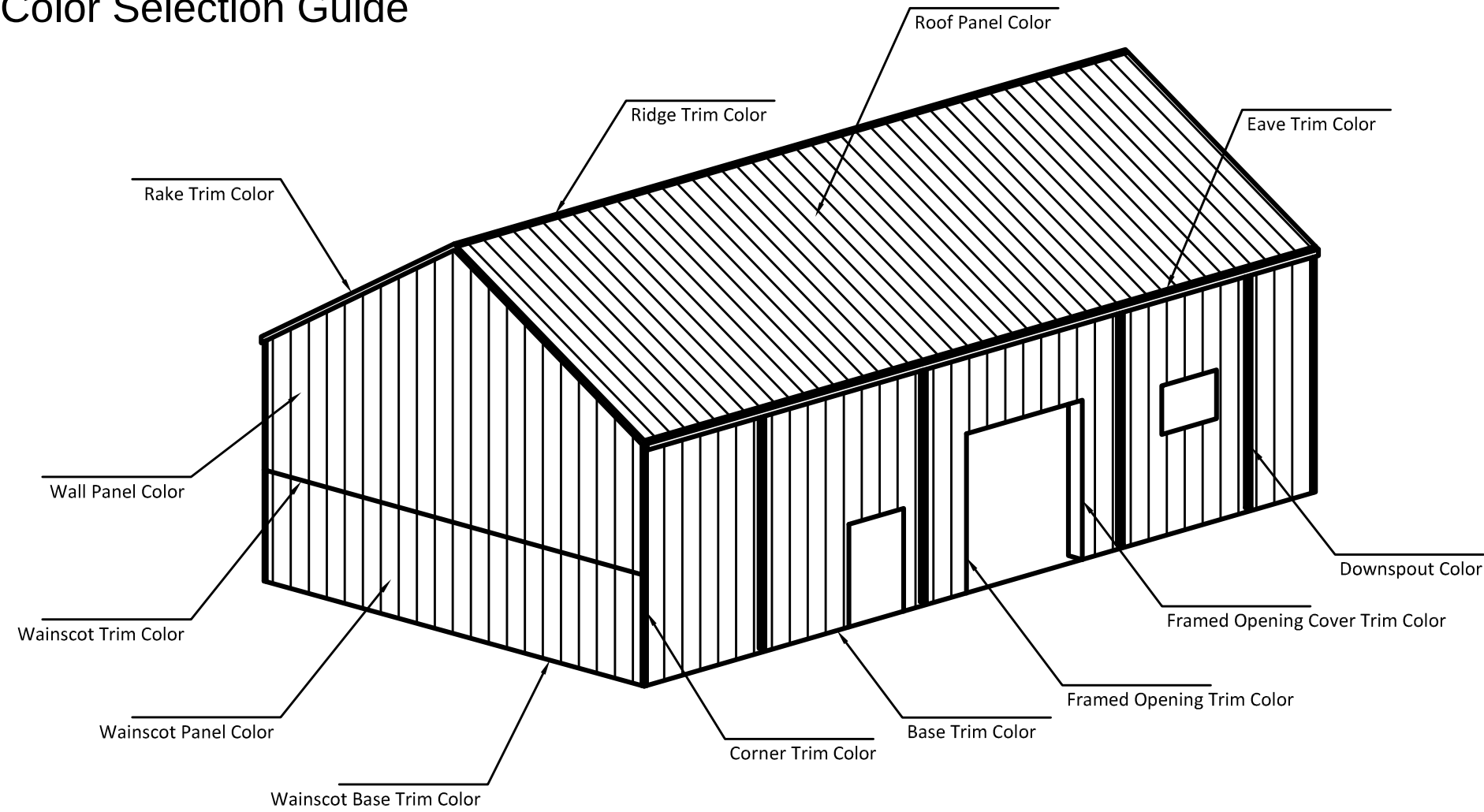
PVDF COOL PANEL COLORS

PVDF Cool Color	Initial Solar Reflectance (IR)	Initial Thermal Emittance	Solar Reflectance Index (SRI)
Regal White	.72	0.85	88
Reflective White	.63	0.86	76
Warm White	.63	0.86	76
Pearl Gray	.47	0.86	54
Desert Sand	.57	0.86	67
Surrey Beige	.50	0.85	56
Slate Gray	.37	0.85	40
Royal Blue	.30	0.85	30
Terra Cotta	.36	0.85	38
Cypress Green	.31	0.85	31
Dark Bronze	.32	0.86	33
Brite Red	.38	0.84	40
Charcoal	.32	0.86	34
Midnight Black	.27	0.85	26
Galvalume®	.77	0.08	72

PVDF COOL TECHNICAL INFORMATION

Test	Test Methods	Performance
Dry Film Thickness	ASTM D1400	0.15 - 0.30 mil primer 0.70 - 0.90 mil topcoat
Gloss	ASTM D523 @ 60°	25 - 35
Solar Reflectance	ASTM E903 Steep Slope: Low Slope:	>25% Initial >15% after 3 years >65% Initial >50% after 3 years
Emissivity	ASTM C1371, ASTM E408	0.80 (80%) min.
Pencil Hardness	ASTM D3363	F-2H
Flexibility	T-Bend, ASTM D4145	0 - 2 T-Bend; No pick off
Adhesion	ASTM D3359	No adhesion loss
Reverse Impact	ASTM D2794	No cracking or adhesion loss
Abrasion, Falling Sand	ASTM D968	65 - 85 l/mil
Mortar Resistance	ASTM C267	No effect
Detergent Resistance	ASTM D2248 3% detergent @ 100°F (72 hrs.)	No Effect
Acid Resistance	ASTM D1308 10% muriatic acid - 24 hrs. 20% sulfuric acid - 18 hrs.	No effect No effect
Acid Rain Test	Kesternich SO ₂ , DIN 50018	15 cycles min. No objectionable color change
Alkali Resistance	ASTM D1308 10% , 25% NaOH, 1 hr.	No effect
Salt Spray Resistance	ASTM B117 5% salt fog @ 95°F	None or few #8 blisters; Max. average 1/8" Scribe creep Passes 1000 hrs.
Humidity Resistance	ASTM D714, ASTM D2247 100% relative humidity @ 95°F	Passes 1500 hrs. No #8 blisters
Exterior Exposure	ASTM D2244, ASTM D 4214 10 yrs. @ 45°F, South Florida	Max. 5 fade Max. 8 chalk

Color Selection Guide



Roof to Wall Trim Color

Roof to Roof Trim Color

Partition Wall Panel Color

Partition Wall Panel Trim Color

Parapet/Facia Trim Color

Parapet/Facia Backer Panel Color

Canopy Roof Panel Color

Canopy Eave and Rake Trim Color

Wall Liner Panel Color

Wall Liner Panel Trim Color

Ceiling Liner Panel Color

Ceiling Liner Panel Trim Color

Soffit Panel Color

Soffit Trim Color

Soffit to Wall Trim Color

Project Name:

ABC Job #:

Colors Selected By:

Date:



WEATHERSURE

EXTERIOR MATERIAL
AND FINISH
LIMITED WARRANTY

Contractor:

Owner:

Address:

City:

State:

Square Feet of Wall Area:

Panel Type & Color:

Square Feet of Roof Area:

Panel Type & Color:

Job Number:

Effective Date:

The Manufacturer warrants its products as provided and subject to the limitations and exclusions set forth herein:

1. Galvalume AZ 50 and AZ 55 aluminum-zinc alloy-coated panels will be free of manufacturing defects and are warranted against perforation due to corrosion caused by normal atmospheric exposure, rupture or structural failure, for the above stated Warranty Term when panels are used on pitches 1/4:12 and greater or vertical. Embossed substrate is excluded from the material warranty. **Warranty Term: 25-Years**
2. SP COOL™ (Silicone Modified Polyester - SMP) pre-painted galvanized panels (G-90 Coatings), and SP COOL™ (Silicone Modified Polyester - SMP) pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted for the above stated Warranty Term as follows:
 - (a) When the panels are used as vertical surfaces:
 - (i) the paint will not crack, check or peel;
 - (ii) the paint will not chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedure specified in ASTM D 4214; and
 - (iii) the paint will not fade or change in color in excess of five (5) units of color difference ("NBS Units") when measured in accordance with the standard procedure specified in ASTM D 2244-85, paragraph 6.3. **Warranty Term: 25-Years**
 - (b) When the panels are used as surfaces other than vertical surfaces, the paint will not crack, check or peel.
3. SmartKote® (PVDF) pre-painted galvanized panels (G-90 Coatings) and pre-painted Galvalume AZ 50 aluminum-zinc alloy-coated panels are warranted as follows:
 - (a) When the panels are used on pitches 1/4:12 and greater or vertical exposure.
 - (i) SmartKote® (PVDF) paint will not peel, crack, check or chip for the above stated Warranty Term.
 - (ii) SmartKote® (PVDF) paint will not chalk in excess of a numerical rating of nine (9) for vertical surfaces and eight (8) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 4214, for the above stated Warranty Term. SmartKote® (PVDF) paint will not fade or change color in excess of four (4) units of color difference ("NBS" Units) for vertical surfaces and five (5) units of color difference ("NBS" Units) for non-vertical surfaces with slope greater than 1/4:12 when measured in accordance with standard procedure specified in ASTM D 2244-85, Paragraph 6.3. **Warranty Term: 35-Years**

This Warranty is subject to the following conditions, terms, limitations and exclusions.

1. This Warranty applies only to the above-described products of the Manufacturer and does not cover accessories, fixtures, insulation, goods or materials not manufactured but sold by the Manufacturer. This Warranty shall be valid and apply to the Manufacturer products only if the products are erected and installed strictly in accordance with the Manufacturer's engineering plans and specifications; all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and current erection manuals regularly issued by the Manufacturer. Any modification of, deviation or variation from the specified materials, products or specified erection procedures without the prior written consent of an officer the Manufacturer will void this Warranty.
2. This Warranty is applicable only to product damage or failure caused by "normal atmospheric exposure" which shall not be construed to include the following conditions which are specifically excluded from this Warranty:
 - (a) Damage or deterioration caused by marine (saltwater) atmospheres or by constant exposure to either salt or fresh water. As used herein, the term constant exposure to water includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installed in the building.
 - (b) Corrosion, damage or deterioration caused by deposits of or exposure to atmosphere containing corrosive chemicals, ash, or fumes including, but not limited to , those substances and exposures from chemical plants, foundries, steel mills, power generating facilities, oil refineries and fields, plating works, kilns, paper mills, or by fertilizers, animal waste or any similar foreign chemical substances.
 - (c) Damage or deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - (d) Damage or deterioration due to contact with green or wet lumber.
 - (e) If the products are erected in an area that is originally a "normal atmospheric exposure" but the environment subsequently changes to one that is not a "normal" atmosphere (e.g., the construction of a chemical plant nearby) this Warranty will then be void.
 - (f) Damage or deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - (g) Damage or deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
 - (h) Damage or deterioration caused by or significantly contributed to by (i) improper storage, shipping, or handling of the products prior to erection of the metal building; or (ii) failure or deficiency in the metal substrate to which the finish is applied.
 - (i) Damage or deterioration caused by cleaning with abrasive or chemical cleaners.
3. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with the Manufacturer' Preventative Maintenance Manual in effect at the Effective Date of this Warranty, the provisions and requirements of which are incorporated herein by reference. Owner shall maintain records of maintenance and inspections that shall be made available to the Manufacturer and Contractor upon request. If damage or failure is determined to be caused by the Owner's failure to perform routine maintenance and inspection to the roof system in accordance with the Preventative Maintenance Manual, or otherwise exercise reasonable care for the protection and maintenance of the roof system, this Warranty will terminate, be void and the Manufacturer shall have no liability to Owner under this Warranty. Additionally, if upon investigation it is determined that remedial repairs have been performed inconsistently with the Manufacturer's erection plans, specifications and details the Warranty will terminate, be void and Manufacturer shall have no liability to the Owner under this Warranty. The Manufacturer reserves the right to inspect the roofing system upon reasonable notice to the owner, and the owner agrees to provide access to the building and roofing system to the Manufacturer.
4. This Warranty is limited to products of the Manufacturer, which are sold and erected within the contiguous United States of America or Canada and in excess of 1000 ft. from seashore or any other body of salt water.
5. This Warranty shall not apply to any structural or panel failure attributable to engineering design caused by incorrect, inadequate, or erroneous design information transmitted to the Manufacturer by or through the owner, contractor or their respective design representatives.

6. Owner covenants and agrees that during the term of this Warranty, the Owner shall procure, maintain and keep in force, property, casualty, and liability insurance to protect against all insurable losses, and to the full extent that such insurance is available, waives any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against the Manufacturer for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability.
7. This Warranty is intended for the sole benefit of the original Owner named above, and is not transferable or assignable. This Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected. There are no other parties or intended beneficiaries to this Warranty. This Warranty constitutes the entire agreement of the parties and may not be modified, amended or supplemented except by written agreement signed by the parties. Any consents, waivers, or approvals required of the Manufacturer shall be effective only if in a written instrument signed by a duly authorized officer or representative of the manufacturer.
8. The remedy for a failure of the AZ 50 and AZ 55 aluminum-zinc alloy-coated substrate ("galvalume") of all products incorporating a galvalume coating shall be limited solely to replacement of the failed products and excludes any other costs, expense or damage, including but not limited to, labor, service, removal, or installation expenses or other consequential or incidental loss.
9. Claims for any defects or breach of this Warranty must be submitted by the owner, or owner's representative, by written notice within the warranty period and within thirty (30) days of the occurrence of a failure or breach of warranty so that the Manufacturer has a reasonable opportunity to inspect the products. Failure to give timely notice shall invalidate this warranty. Owner will exercise reasonable diligence in inspection and maintenance of the products in order to mitigate expense involved in repairing, replacing or repainting the products.

The Manufacturer's responsibility and liability pursuant to this Material Warranty for failure of the SmartKote® or SP COOL™ paint system is expressly limited to the replacement, repair or repainting of the defective material.

In consideration of the terms of sale of the products and this Warranty, the Manufacturer shall not be liable for any consequential or incidental damages, expenses, or loss to the building or loss of use thereof, either in contract, negligence or tort, arising out of any failure of the products, breach of warranty or for other cause.

This Warranty will not be effective and binding on the Manufacturer until (1) payment in full for the products has been received by the Manufacturer; (2) the Warranty has been signed by an authorized representative of the Manufacturer; and (3) a copy of this Warranty has been accepted and signed by the owner and returned to the Manufacturer within ninety (90) days of the Manufacturer's signature on this warranty.

This Warranty may not be modified, amended or supplemented except by written agreement signed by an authorized corporate officer of the Manufacturer. The respective terms of this Warranty are severable and the invalidity or unenforceability of any provision of this Warranty shall not impair or affect the other provisions, which shall continue in full force and effect.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER AND CONTRACTOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE MANUFACTURER OR CONTRACTOR MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, COPYRIGHTS OR TRADEMARKS WITH RESPECT TO THE MATERIALS.

THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF.

This Warranty shall be governed by and construed in accordance with the laws of the State of Alabama.

AMERICAN BUILDINGS COMPANY
A NUCOR Company

Architectural Metal Systems
A Division of American Buildings Company

By: _____

Its: _____

Date: _____

Contractor: _____

Owner: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 10 - Electrical

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description	Cogburn Brothers		ESI		Sinns & Thomas		Chinchor	
	Chad Walker		Greg Kirk		Mike Seiple		Mike Thomas	
	904-358-7344		352-504-1022		407-467-3560		386-804-5769	
Base Bid Before Alternates		\$ -		\$ -		\$ 5,725,880.00		\$ 6,339,900.00
Electrical		\$ -		\$ -	Y	\$ 5,690,000.00	Y	\$ 6,274,800.00
Chlor/Dechlor Demo & Temp Setup		\$ -		\$ -	N	\$ 35,000.00	N	\$ 35,000.00
Payment and Performance Bonds		\$ -		\$ -	Y	\$ 35,780.00	Y	\$ 65,000.00
Indemnification		\$ -		\$ -	Y	\$ 100.00	Y	\$ 100.00
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments						\$ 137,000.00		\$ 180,000.00
Lightning Protection		\$ -		\$ -	Y	\$ 35,000.00	Y	\$ 35,000.00
Quazite Pull Boxes		\$ -		\$ -	Y	\$ 20,000.00	Y	INC
ETP Soft Starts		\$ -		\$ -	Y	\$ 20,000.00	Y	\$ -
Duct Bank Under Oxidation Ditches		\$ -		\$ -	Y	\$ 62,000.00	Y	\$ 145,000.00
Bid Document Requirements								
Bid Form						Y		Y
Clarifications / Exceptions						N		N
Acknowledged Addenda						Y		Y
SRF Davis Bacon						Y		Y
SRF AIS & BABA						Y		Y
Additional Notes								
						Chlor/Dechlor temp included in allowances		
SUBTOTAL:		\$ -		\$ -		\$ 5,725,880.00		\$ 6,339,900
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:						\$ 137,000		\$ 180,000
Total Adjusted Scope:		\$ -		\$ -		\$ 5,862,880.00		\$ 6,519,900
NO BID			NO BID			\$ 5,862,880.00		\$ 6,519,900.00

Recommend award to:

Sinns & Thomas Electric

Adam Bergdahl

From: M. Seiple <mseiple@sinnsandthomas.com>
Sent: Thursday, August 3, 2023 1:58 PM
To: Adam Bergdahl
Cc: Eric Sinns
Subject: Wiley Nash Proposal
Attachments: Sinns and Thomas Bid Form.pdf

Hello Adam,

Please see attached for our Bid Form for this project. Take care.

Best Regards,
Mike Seiple
Operations Manager
Sinns and Thomas Electrical Contractors, Inc.
T-407.696.6042
F-407.696.6045
C-407.467.3560

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Electrical Subcontractor

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Sinns and Thomas Electrical Contractrs, Inc.

Contact Name: Mike Seiple Title: Operations Manager

Address: 1030 Ridge Street
Winter Springs, Fl 32708

Phone Number: 407.696.6042 Fax: 407.696.6045

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☒	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☒	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23

No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Electrical	1	LS	\$ <u>5,690,000.00</u>	\$ <u>5,690,000.00</u>
2.	Chlor/Dechlor Demo & Temp Setup	1	LS	\$ <u>35,000.00</u>	\$ <u>35,000.00</u>
3.	Performance & Payment Bond	1	LS	\$ <u>35,780.00</u>	<u>35780.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>5,760,880.00</u>

Five million, seven hundred sixty thousand, eight hundred and eighty dollars and 0/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Coordination Study Submittal	<u>3 to 4 weeks</u>
2.	Electrical Gear Submittal Package	<u>3 to 6 weeks</u>
3.	Switchboards Submittal Package	<u>4 to 6 weeks</u>
4.	Switchgear Lead Time	<u>50 to 52 weeks</u>
5.	MCC Lead Time	<u>52 to 54 weeks</u>

- | | | |
|----|---------------------------|-----------------------|
| 6. | Transformer Lead Time | <u>6 to 8 weeks</u> |
| 7. | Stand-alone VFD Lead Time | <u>32 to 36 weeks</u> |

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


SignatureMike Seiple / Operations Manager
Print Name / Title8/3/23
Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SINNS, ERIC D

SINNS & THOMAS ELECTRICAL CONTRACTORS INC
P.O. BOX 520789
LONGWOOD FL 32752-0789

LICENSE NUMBER: EC0001001

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Susan@FloridaSuretyBonds.com

February 14, 2020

Wharton-Smith, Inc.

RE: Sinns & Thomas Electrical Contractors, Inc.
Pre-Qualification

To Whom It May Concern,

We are pleased to be the surety agents for Sinns & Thomas Electrical Contractors, Inc. and have served them since January, 2000. Bonds are currently written through Hartford Accident and Indemnity Company which is A.M. Best Rated "A+, XV" and has a Treasury Listing of \$195,865,000.

We usually anticipate no difficulties in providing surety bonds for Sinns & Thomas Electrical Contractors, Inc. in the \$15,000,000 single, \$45,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

We recommend Sinns & Thomas Electrical Contractors to you without hesitation as being a most reputable firm who we feel can be relied upon to fulfill any commitment they might make. We are proud to count them among our very top contractor clients.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan L. Reich
Vice President

SINNS & THOMAS

Electrical Contractors, Inc.

List of Subcontractors

Independent Testing - C. E. Testing/RESA Power, Inc.
Lightning Protection – Triangle Lightning Protection, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2022

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 Lassiter-Ware Insurance 1317 Citizens Blvd. Leesburg FL 34748	CONTACT NAME: Connie Russell PHONE (A/C, No, Ext): (800) 845-8437 E-MAIL ADDRESS: ConnieR@lassiterware.com FAX (A/C, No): (888) 883-8680
INSURED Sinns & Thomas Electrical Contractors, Inc. Sinns & Thomas of GA, Inc./Sinns & Thomas of NC, Inc. PO BOX 520789 Longwood FL 32752	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: National Fire Ins Co of Htrd INSURER C: Bridgefield Casualty INSURER D: INSURER E: INSURER F:
	NAIC # 35289 20478 10335

COVERAGES**CERTIFICATE NUMBER:** 22/23 Master WITH**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6057516145	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	6057516176	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	6057516209	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	196-40446	03/01/2022	03/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			6057516145	03/01/2022	03/01/2023	Max per item 100,000 Policy Limit 250,000 Ded. 2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project- 18-121/#14, Ward WTP Upgrades, 131 N. Pendleton St., High Point, NC 27260

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**Wharton-Smith, Inc.
Attn: Risk Management
750 Monroe Rd
Sanford FL 32771

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: 00051416

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Lassiter-Ware Insurance		NAMED INSURED Sinns & Thomas Electrical Contractors, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided. Upon execution of a written contract, Wharton-Smith, Inc., Owner and all other parties is included as additional insured(s) on a primary and non-contributory basis under the terms and conditions of the attached forms and the General Liability Policy when additional insured status is required by written contract. Upon execution of a written contract, Wharton-Smith, Inc., Owner and all other parties are included as additional insured(s) under the terms and conditions of the attached forms and the and Business Auto Policy when additional insured status is required by written contract. Waiver of Subrogation is included as part of the General Liability, Business Auto and Workers Compensation Policies and applies when required by written contract, provided the contract is executed prior to any loss. Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium. Umbrella Liability extends over the underlying General Liability, Automobile Liability and Employers' Liability Policies.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

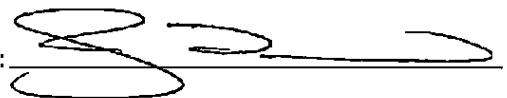
Date Prepared: January 6, 2022

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: March 1, 2022

Policy Number: 196-40446

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. Thomas", written over a horizontal line.

Insured: Sinns & Thomas Electrical Contractors, Inc.

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, **this insurance will be primary and non-contributory to** insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

30020007660575161764759



D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. **Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

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The Continental Insurance Co.

Insured Name: SINNS & THOMAS ELECTRICAL CONTRACTORS, INC

Policy No: 6057516145

Endorsement No: 6

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Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

- 7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020004560575161457903

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: SINNS & THOMAS ELECTRICAL CONTRACTORS, INC

Policy No: 6057516145

Endorsement No: 8

Effective Date: 03/01/2021



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: SINNS & THOMAS ELECTRICAL CONTRACTORS, INC

Policy No: 6057516145

Endorsement No: 8

Effective Date: 03/01/2021

SINNS & THOMAS

Electrical Contractors, Inc.

Wharton Smith
750 Monroe Road
Lake Monroe Fl. 32747

8/3/23

RE: Wiley Nash WRF Expansion and Upgrades

ATTN: Adam Bergdahl. Ph. 407.402.5472

Gentlemen:

Included in our Scope of Work:

- Our Standard Insurance Protection.
- Acknowledge receipt of 4 Addendums.
- Concrete encased ductbank under the roads ways, and direct buried elsewhere.
- Not all fiber conduit/conductor are shown on the E drawings, only on I drawings, and we have included the raceway and pullstring, including from CCP45 to the Grit System CPs(2 of them), CCP45 to the Existing Admin Bldg., CCP45 to the new CCP45B, CCP45B to existing CCP34, and fiber to the (2) Bar Screen CPs (not shown at all but referenced in Addendum 4).
- No HVAC shown in new Elec. Room, but we included the electrical provisions for this including disconnects.
- E005 shows the ductbank in the road, we have included directional boring to cross Amelia twice, and extended the ductbank out of the roadway.
- Ductbanks(EBDX, CBDX as shown on Equipment Wiring Schedule) were oversized, as multiple conduits were not shown but needed. Minimum conduit size included in any below grade ductbank runs is 1", not ¾" or ½".
- Included EDB2 and CDB2 being run through BNR Train 4 and 5 as shown on E004, even though we don't believe it can go that route.
- The only ductbank shown to be concrete incased is a portion of DB1 heading East out of the new East Main Elec. Bldg., and the main run from the Secondary Cabinet to Switchgear MSWG2, the rest will all be direct buried.
- No spares were shown in the ductbanks, but we included (3) spares per ductbank.
- No ground grid is shown, but we included the ground grid for the areas that the specification called out for having Lightning Protection, including the East main Elec. Bldg., (2) Ox Ditches, Splitter Structure, Alum and Blower Structure, (2) Clarifiers, and the new UV System Bldg.
- We believe the following areas need lightning protection and a ground grid added, for an adder of.
- Ovivo Ethernet Switch, PLC, and OIT shown on I012, but nowhere else. Assumed to be in the East Main Electric Building, and CAT6 between that the VFDs in MCC-K1 and K2, from the existing CCP45B to the (2) Blower VFDs, and existing RTU233 to the (2) Transfer pump RVSSs are included.
- Proposed CCP45B is not shown on the E Drawing. It is assumed to in be in the Blower and Alum Storage area, and we included the provisions to install it, as well as run the fiber and CAT 6 conduits shown on I012.
- For the S5 fixtures, a 15' round tapered pole was included, along with all stainless steel anchor bolts.

P.O. Box 520789 • Longwood, FL 32752-0789 • 407/696-6042 • Fax 407/696-6045
EC0001001

SINNS & THOMAS

Electrical Contractors, Inc.

- Quazite boxes were shown, but precast manholes are included due to availability and cost.
- Davis Bacon wages included.
- The East Main LS, Odor Control, and (2) generators are not called to have any Lightning Protection, and as such no counterpoise. To add this, please add \$35,000.00

The following are not included in our Scope of Work:

- Permitting and Utilities Fees, Bond Premium, concrete or soil compaction/density testing, monthly Construction Power, MOT, and Trash Removal cost.
- Housekeeping or Equipment Pads, Curbs and/or Bollards.
- Patching or Painting, such as road crossings or building penetration repairs.
- Control Panels, Solar Panels, Float Switches or any mechanical, temperature, pneumatic, flow, and pressure sensing or operated devices.
- Surge Suppressors, and Sunshields for equipment provided by others.
- Sinns & Thomas not responsible for Unloading, Placing, or Storing Electrical or control equipment S&T does not provide. S&T will assist in final placement.
- E003 shows Area 710 to be Proposed Dewatering Building, but nothing is shown. This is assumed to be future.

Sincerely

Mike Seiple

Adam Bergdahl

From: M. Seiple <mseiple@sinnsandthomas.com>
Sent: Friday, August 4, 2023 5:36 PM
To: Adam Bergdahl
Subject: Wiley Nash Ductbank

Hello Adam,

Per our conversation, to concrete encase the ductbank under the basin, please add \$62,000.00 to our total bid. Let me know if you have any questions.

Best Regards,
Mike Seiple
Operations Manager
Sinns and Thomas Electrical Contractors, Inc.
T-407.696.6042
F-407.696.6045
C-407.467.3560

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Adam Bergdahl

From: Michael Thomas <mthomas@chinchoelectric.com>
Sent: Thursday, August 3, 2023 1:08 PM
To: Adam Bergdahl
Subject: Wiley Nash CMAR Bid For Chinchor Electric
Attachments: Chinchor Electric_Wiley Nash Bid.pdf

Adam,
Please see attached bid for the Wiley Nash CMAR project. Thank you for the opportunity.

Thank you,

Mike Thomas

Estimator

Chinchor Electric, Inc.

1460 South Leavitt Ave.

Orange City, FL 32763

O – 386.774.1020 ext. 226

F – 386.774.7223

C – 386.457.9923

mthomas@chinchoelectric.com



[EC0002457 & EC13004865](#)

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Electrical Subcontractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Chinchor Electric Inc
Contact Name: Don Hasco Title: Director of Operations
Address: 1460 South Leavitt Ave
Orange City, FL 32763
Phone Number: 386-774-1020 Fax: N/A

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☒	Value Engineering Proposal
☐	Sanctions and Litigation	☒	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☒	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7-10-2023 No. 2 Dated 7-24-2023
No. 3 Dated 7-28-2023 No. 4 Dated 7-28-2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Electrical	1	LS	\$ 6,274,800.00	\$ 6,274,800.00
2.	Chlor/Dechlor Demo & Temp Setup	1	LS	\$ 35,000.00	\$ 35,000.00
3.	Performance & Payment Bond	1	LS	\$ 65,000.00	65,000.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 6,374,900.00

Six million three hundred seventy four thousand nine hundred dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Coordination Study Submittal	2 to 3 weeks after approved gear submittals
2.	Electrical Gear Submittal Package	8 to 12 Weeks
3.	Switchboards Submittal Package	8 to 12 Weeks
4.	Switchgear Lead Time	54 Weeks
5.	MCC Lead Time	54 Weeks

6.	Transformer Lead Time	<u>50 Weeks</u>
7.	Stand-alone VFD Lead Time	<u>54 Weeks</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):	<u>YES</u>	NO
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):	<u>YES</u>	NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

 _____ Signature	<u>Don Hasco / Director of Operations</u> Print Name / Title	<u>8/3/2023</u> Date
---	---	-------------------------



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHINCHOR, TIMOTHY IAN

CHINCHOR ELECTRIC, INC.

1460 S LEAVITT AVE

ORANGE CITY FL 32763

LICENSE NUMBER: EC13004865

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Susan@FloridaSuretyBonds.com

January 03, 2023

RE: Chinchor Electric, Inc.

To Whom It May Concern,

We are pleased to be the surety agents for Chinchor Electric, Inc. and have served them since 2004. Bonds are currently written through United Fire & Casualty Company which is A.M. Best Rated "A, XI" and has a U.S. Treasury Listing of \$56,024,000.

We usually anticipate no difficulties in providing surety bonds for Chinchor Electric, Inc. in the \$35,000,000 single, \$100,000,000 bidding aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich
Vice President

CHINCHOR ELECTRIC INC.

INDUSTRIAL

COMMERCIAL

SIGNALIZATION

Value Engineering Options

Mastic painted rigid steel risers in lieu of pvc coated.

Deduct \$85,000

36"x36"x36" Precast concrete pull boxes in lieu of Quazite.

Deduct \$18,000

STATE LICENSE EC 0002457 EC 13004865

1460 SOUTH LEAVITT AVE • ORANGE CITY, FL 32763 • 386-774-1020 • FAX 386-774-7223

CHINCHOR ELECTRIC INC.

INDUSTRIAL

COMMERCIAL

SIGNALIZATION

List of Subcontractors

Electric Power Systems
Testing and Engineering Services
3806 Caboose Place
Sanford, Florida 32771

Maxwell Lightning Protection
P.O. Box 22683
Lake Buena Vista, Florida 32830

STATE LICENSE EC 0002457 EC 13004865

1460 SOUTH LEAVITT AVE • ORANGE CITY, FL 32763 • 386-774-1020 • FAX 386-774-7223



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2022

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

Brown & Brown of Florida, Inc.

P.O. Box 2412

Daytona Beach

FL 32115-2415

CONTACT NAME: Laura Bell

PHONE (A/C, No, Ext): (386) 333-6137

FAX (A/C, No): (386) 323-9117

E-MAIL ADDRESS: laura.bell@bbrown.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Imperium Insurance Co

35408

INSURER B: XL Specialty Insurance Company

37885

INSURER C: Bridgefield Casualty Insurance Company

10335

INSURER D: Lloyd's of London

85202

INSURER E: The Continental Insurance Company

35289

INSURER F:

INSURED

CHINCHOR ELECTRIC, INC.

1460 SOUTH LEAVITT AVE.

ORANGE CITY

FL 32763

COVERAGES

CERTIFICATE NUMBER: 22-23

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CON-IIC-GL-0000087-00	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CON-IIC-CA-0000248-00	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CON-IIC-CX-0000078-00	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	196-55876	08/30/2022	08/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	INLAND MARINE			UM00058950MA22A	08/30/2022	08/30/2023	RENTED EQUIPMENT \$100,000 INSTALLATION \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

WHARTON-SMITH INC AND OWNER ARE ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

30 DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION.

CERTIFICATE HOLDERWHARTON-SMITH INC
750 MONROE RD

SANFORD

FL 32771

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED CHINCHOR ELECTRIC, INC.	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER D - PROFESSIONAL/POLLUTION LIABILITY

POLICY NUMBER: B0621PCHIN000222

08/30/2022 TO 08/30/2023

PER OCCURRENCE: \$1,000,000

AGGREGATE: \$2,000,000

INSURER- E - EXCESS LIABILITY

POLICY NUMBER: 7034541076

08/30/2022 TO 08/30/2023

\$5,000,000 OCC/\$5,000,000 AGG

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

- 1.) HIIG CG2007 1018 - PER PROJECT AGGREGATE; CAP AMOUNT \$15M
- 2.) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 3.) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
- 4.) CG2028 1219 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
- 5.) CG2011 1219 - ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
- 6.) CG2032 1219 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED
- 7.) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 8.) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 9.) CGHIIG2028 0614 - CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

AUTO LIABILITY:

- 1.) CA2048 1013 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE (ADDITIONAL INSURED)
- 2.) CA0444 1013 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 3.) CA0449 1116 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 4.) IL1207 0702 - FLORIDA POLICY CHANGES - (3RD PARTY NOTICE OF CANCELLATION)

WORKERS COMPENSATION:

- 1.) WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT
- 2.) WC990902 0607 - EARLIER NOTICE OF CANCELLATION PROVIDED BY US- FLORIDA

UMBRELLA LIABILITY:

- 1.) CX0001 0413 - COMMERCIAL EXCESS LIABILITY COVERAGE FORM (FOLLOW FORM FOR ADDITIONAL INSURED AND WAIVER OF SUBROGATION)
- 2.) CX 2433 1116 -NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 3.) IL1207 0702 - FLORIDA POLICY CHANGES - (3RD PARTY NOTICE OF CANCELLATION)

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY. THE INSURANCE UNDER THIS POLICY WILL FOLLOW THE SAME PROVISIONS, EXCLUSIONS, CONDITIONS AND LIMITATIONS THAT ARE CONTAINED IN THE APPLICABLE CONTROLLING UNDERLYING INSURANCE, UNLESS OTHERWISE DIRECTED BY THIS POLICY.

EQUIPMENT:

- 1.)HCM050 0112-BLANKET LOSS PAYEE

POLLUTION:

- 1.)B0621PCHIN000220 - DESIGN BUILD AND CONTRACTORS PROFESSIONAL LIABILITY, CONTRACTORS POLLUTION LIABILITY, CONTRACTORS MICROBIAL CONDITION LIABILITY, TRANSPORTATION POLLUTION LIABILITY, NON-OWNED DISPOSAL SITE TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING AND PRIVACY LIABILITY INSURANCE (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish this waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Chinchor Electric Inc.

Endorsement Effective Date: 08/30/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization who has the Named Insured's permission to use covered, owned, hired or borrowed autos per written contract or written agreement prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Chinchor Electric Inc.

Endorsement Effective Date: 08/30/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish this waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent."Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.



PROPOSAL FOR SERVICES

To: Adam Bergdahl
Wharton Smith CMAR Project

Date: 8/3/2023

Project Name: Wiley Nash WRF
Location: Deland, Florida

SCOPE: Chinchor Electric, Inc. proposes services to furnish and install specified work for drawings titled City of Deland Wiley Nash WRF Expansion & Upgrades, dated January 2023, & engineered by Mead & Hunt. Chinchor Electric, Inc includes the receipt of (4) addendums and includes what is stated below.

Furnished & Installed by Chinchor Electric, Inc.

- Electrical permit
- Bond cost
- Scope of work as outlined in the Electrical Bid Manual provided by Wharton Smith
- Demo of existing electrical in areas as depicted
- (2) Precast concrete utility transformer pads
- Temporary power according to Wharton Smith Electrical bid manual
- Davis Bacon wage rates and AIS compliance
- Modifications to existing MCC-G
- Switchgear MSWG2
- MCC J
- Switchgear MDP520
- 480volt Secondary Termination cabinet by Hubbell. Subject to approval
- (2) 10Hp WAS pump VFD's
- (3) 20Hp RAS pump VFD's
- (8) 200amp, 3phase, 600volt, Nema 4x, non-fused, 316 stainless disconnects with auxiliary contacts
- (5) 100amp, 3phase, 600volt, Nema 4x, non-fused, 316 stainless disconnects with auxiliary contacts
- (20) 30amp, 3phase, 600volt, Nema 4x, non-fused, 316 stainless disconnects with auxiliary contacts
- (2) 200amp, 100Hp, Combination Solid State reduced voltage controllers for Effluent pumps 4 & 5
- (2) 30amp, Nema size 1, FVNR starter for Scum pumps 3-1 & 3-2
- MPZ panel XL210
- Transformer XL900
- Panel 900
- Transformer XL520
- Panel L520
- (12) Type A1 fixtures
- (2) Type OC1 fixtures
- (20) Type S1 fixtures
- (8) Type S1H fixtures
- (28) 9' round tapered aluminum light pole

- (19) Type S5 fixtures
 - (19) 15" round tapered aluminum light pole
 - Precast concrete site light pole bases
 - Light pole brackets for mounting to structures and walkways
 - Rigid steel conduit above grade
 - PVC coated rigid steel conduit risers emerging from grade
 - Direct burial schedule 80 pvc underground in non-roadway areas as shown on sheet E006
 - Concrete encased schedule 40 pvc with steel reinforcement for feeders from utility transformer, termination cabinet, to Switchgear MSWG2 and under roadways. Unable to find local epoxy coated rebar supplier. Quoting steel rebar as an alternate subject to approval.
 - Assuming portion of new UV Electrical service to run underneath sidewalk along South Amelia Ave with steel reinforced concrete encasement. MOT and replacement of sidewalk is included
 - Type XHHW conductors for service feeders
 - Type THHN for all other conductors
 - VFD cable for motors fed from VFD's
 - Coordination and Arc Flash studies
 - NETA certified testing
 - Training as outlined in specifications and Bid manual
 - Spare parts as outlined in specifications and Bid manual
 - 6" aluminum C channel rack posts with aluminum place bases for electrical equipment
 - 316 stainless steel mounting hardware
 - 316 stainless steel Nema 4x junction boxes
 - (20) 36"x36"x36" Quazite in ground pull boxes as shown
 - Lightning protection and grounding as depicted in specifications
-

Furnished by Others & Installed by Chinchor Electric, Inc.

- MCC-K1
 - MCC-K2
 - Bar screen control panels 1 and 2
 - Odor control panel
 - Grit Removal control panels 1 & 2
 - UV Power distribution panels
 - FIT, LIT, AIT displays
 - Fiber optic cable
 - Surge protection for instrumentation
 - Sunshields for instrumentation equipment
-

Items Excluded:

- Fiber optic terminations/testing and any/all fees associated.
 - SCADA programming and any/all fees associated.
 - Power Company fees.
 - Maintenance of traffic unless specified above.
 - Concrete, asphalt, gravel replacement unless specified above.
 - Housekeeping pads.
-

We shall furnish labor and materials complete and in accordance with above specifications and in compliance with the National Electric Code, Local Code and Standard Practices.

Adam Bergdahl

From: Michael Thomas <mthomas@chinchoelectric.com>
Sent: Monday, August 7, 2023 12:40 PM
To: Adam Bergdahl
Subject: RE: DeLand Duct Bank Encasement - Adder

Adam,
To encase that portion of ditch, add \$145,000.00. Let me know if you need anything else.

Thank you,

Mike Thomas

Estimator

Chinchor Electric, Inc.

1460 South Leavitt Ave.

Orange City, FL 32763

O – 386.774.1020 ext. 226

F – 386.774.7223

C – 386.457.9923

mthomas@chinchoelectric.com



[EC0002457 & EC13004865](#)

From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Monday, August 7, 2023 11:48 AM
To: Michael Thomas <mthomas@chinchoelectric.com>
Subject: DeLand Duct Bank Encasement - Adder

Mike,
Please see the attached marked up drawing that we discussed. Please provide an adder to encase this duct bank in accordance with the encasement detail. Please feel free to call me with any questions.

Thank you,

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 11- Master Plant Contractor
Wiley M. Nash WRF Expansion & Upgrades
City of DeLand
Wednesday, August 9, 2023

Scope Item Description		Wharton Smith						
		Matt Peterson						
		407-321-8410						
Base Bid Before Alternates		\$ 17,132,034.00		\$ -		\$ -		\$ -
Master Plant Contractor Package	Y	\$ 17,131,934.00		\$ -	Y	\$ -	Y	\$ -
Payment and Performance Bonds	N	\$ -		\$ -	Y	\$ -	Y	\$ -
Indemnification	Y	\$ 100.00		\$ -	Y	\$ -	Y	\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments						\$ -		\$ -
		\$ -		\$ -		\$ -	Y	\$ -
		\$ -		\$ -		\$ -	Y	\$ -
		\$ -		\$ -		\$ -	Y	\$ -
		\$ -		\$ -		\$ -	Y	\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		N						
Acknowledged Addenda		Y						
SRF Davis Bacon		Y						
SRF AIS & BABA		BABA N/A						
Additional Notes								
SUBTOTAL:		\$ 17,132,034.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:						\$ -		\$ -
Total Adjusted Scope:		\$ 17,132,034.00		\$ -		\$ -		\$ -
		\$ 17,132,034.00	NO BID		NO BID		NO BID	

Recommend award to: Wharton Smith, Inc.

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Master Plant Contractor
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.
Contact Name: Adam Bergdahl Title: Senior Project Manager
Address: 750 Monroe Road
Sanford, FL 32771
Phone Number: 407-321-8410 Fax: N/A

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 2 Dated 7/24/23

No. 3 Dated 7/28/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Master Plant Contractor Package	1	LS	\$ <u>17,131,934</u>	\$ <u>17,131,934</u>
2.	Performance & Payment Bond	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>17,132,034</u>

Seventeen million one hundred thirty two thousand thirty four dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A:	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Pipe, Valves, and Fitting Package	<u>200 days</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

NO

Base Bid is in conformance with SRF AIS & ~~BABA~~ Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Adam Bergdahl / Sr. Project Manager

Print Name / Title

8/18/23

Date

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 12 - Pre-Stressed Tank Contractor

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Crom							
		Joe Sacco							
		904-524-9576							
Base Bid Before Alternates		\$	16,995,200.00						
Oxidation Ditch Trains 4 & 5	Y	\$	14,150,000.00		\$	-		\$	-
Oxidation Ditch handrails & Access Stairs	N	\$	829,100.00		\$	-		\$	-
Clarifiers 4 & 5	Y	\$	1,210,000.00		\$	-		\$	-
Coring Existing Storage Tanks	Y	\$	147,700.00		\$	-		\$	-
Submittal Package Complete	Y	\$	1,440,000.00		\$	-		\$	-
Coatings Complete - Oxidation Ditches	N	\$	3,190,600.00		\$	-		\$	-
Coatings Complete - Clarifiers	Y	\$	47,400.00		\$	-		\$	-
Performance & Payment Bond	N	\$	190,900.00		\$	-		\$	-
Indemnification	Y	\$	100.00		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
Alternates/Adjustments		\$	1,114,200.00						
Alt for coating interior walls to 1' below HWL	N	\$	1,645,500.00		\$	-		\$	-
Alt for no coating on interior walls	N	\$	1,301,500.00		\$	-		\$	-
Ox Ditch Interior Coatings Coal Tar- Alt 1	Y	\$	953,100.00		\$	-		\$	-
Performance & Payment Bond - Adjusted	Y	\$	161,100.00		\$	-		\$	-
Bid Document Requirements									
Bid Form			Y						
Clarifications / Exceptions			Y						
Acknowledged Addenda			Y						
SRF Davis Bacon			Y						
SRF AIS & BABA			Y						
Additional Notes									
	Handrails/Stairs w/ MPC								
	Bond adjusted for accurate cost								
SUBTOTAL:		\$	16,995,200.00		\$	-		\$	-
Bond Adjustment (If not Included):	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-
Scope Adjustment:		\$	1,114,200						
Total Adjusted Scope:		\$	18,109,400.00		\$	-		\$	-
		\$	18,109,400.00	NO BID		NO BID		NO BID	

Recommend award to:

Crom

Adam Bergdahl

From: Joe Sacco <Joe@tscjacobs.com>
Sent: Thursday, August 3, 2023 1:02 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Matthew Peterson
Subject: TSC-Jacobs North Deland bid manuals
Attachments: Ovivo BNR Bid Form Completed 8.3.2023.pdf; Package 28 DeLand - Wiley M. Nash WRF - Bid Manual - Clarifier Equipment - completed 8.3.2023.pdf; Bid Package_08_03_23_BFB CROM completed 8.3.2023.pdf; Deland, FL - Bid Proposal - HDE - CF-6P - 2023-8-2 HydroDyne completed 8.3.2023.pdf; Package 20 DeLand - Wiley M. Nash WRF - Bid Manual - High Efficiency Blowers completed 8.3.2023.pdf; TrojanUV_Deland Campus_UVtreatment Equipment Package_ completed 8.3.2023.pdf

Hello Adam,

Please see the attached completed bid manuals for:

- Band Screens package – Hydro-Dyne Engineering
- BNR – Ovivo
- Clarifiers – Ovivo
- **Prestressed Tanks – CROM**
- Blowers – Universal Blower Pac
- UV – Trojan

Please note that the only bid manual that includes taxes is CROM. All pricing is good for 120 days.

Please let me know if you have any questions,

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

City of DeLand
DeLand Campus – Wiley M. Nash
Water Reclamation Facility Upgrades
August 3, 2023 at 2:00 PM

BUILDING AND RESTORING THE NATION'S INFRASTRUCTURE SINCE 1953

250 S.W. 36TH TERRACE | GAINESVILLE, FLORIDA | 32607-2889
PHONE 352.372.3436 | FAX 352.372.6209 | WWW.CROMCORP.COM
CHATTANOOGA, TN - FORT MYERS, FL - GAINESVILLE, FL - RALEIGH, NC - WEST PALM BEACH, FL

Table of Contents

- Cover Letter from President
- Standard of Excellence
- Bid Form
- Clarifications & Value Engineering
- Proposed Project Team Chart
- Key Personnel Resumes
- Ten (10) Year Litigation summary CROM, LLC
- Licenses
- Certificate of Liability Insurance
- JCA Surety Group Proof of Bonding Capability
- CROM, LLC Resolution of the Managers



A Letter from the President

Our number one focus is to make good things happen for you

We sincerely appreciate that you have chosen us to participate in the development of your project. Our number one focus is to make good things happen for our clients. Know that we are committed to the highest standard of safety and quality while executing with maximum efficiency.

CROM has maintained a tradition of excellence since it was founded in the early 1950's. When feasible and economically viable, our unique design/build team of engineers, managers, field, and shop personnel allows us to add unparalleled value by addressing the root of infrastructure problems. Our internal collaboration between project development and execution provides a unique attention to safety, the highest standard of quality, and efficient performance. Our certified and skilled technicians are trained to inspect and assess essential infrastructure and are fully equipped with cutting edge technology to provide comprehensive and long-lasting restorative solutions for even the most complex structures and systems.

Committed to providing a safe and healthful place to work

Health & Safety: CROM is committed to providing a safe workplace and a healthy organizational environment for all of its team members. To achieve this, every reasonable effort will be made to implement and maintain conditions that support this commitment. Our Health, Safety, and Environmental (HSE) Department has developed our Safety Program to comply with all Local, State and Federal health and safety laws, regulations, and standards, with particular emphasis on the Occupational Safety and Health Act of 1970 and the OSHA Act requirements that apply to our construction operations.

The Company has set a "zero-accidents" goal for itself and its team members and will help provide the means to achieve this goal through continued management emphasis on high levels of safety performance and training. Assuring that we all work together to meet this goal helps protect CROM's vital

personal interest in the health and welfare of all our team members, as well as its interests in reducing factors that inhibit profitability and competitiveness.

Believes in being a part of the greater good

CROM believes in being a part of the greater good and focuses efforts to gain a better footprint in Environmental, Social, and Governance criteria.

Environment: CROM implements and tracks efficiencies in our trucking mileage, carpooling efforts, recycling, waste reduction, responsible use of natural resources and energy efficiency.

Social: As a company, we are committed to expanding our workplace diversity, experience-based positions available, and internal promotions through participation in our Field Advancement Program. Our team is active in our local communities to support our local charities.

Governance: Collaborating with our strategic partners allows us to maintain mutually beneficial and symbiotic relationships. We strive to maintain these relationships as well as the relationships with our CROM Team members to grow leadership, connection, and communication efforts throughout the cross sections of the company.

Our talented and committed team members all contribute to our corporate tradition of excellence

CROM has expanded its services and markets. Our specialties include: prestressed concrete tank design and construction, concrete removal and surface preparation, condition and assessments, infrastructure upgrades-safety and structural, high performance coatings, shotcrete, and structural solutions while also offering Continuing Service Agreements for 24/7 restorative and emergency needs. Our talented and committed team members all contribute to our corporate tradition of excellence and we are confident that this steadfast tradition will continue throughout our strategic expansion efforts.



Robert G. Oyenarte, PE
President

CROM STANDARD OF EXCELLENCE

CROM is a specialty contractor focused on safely building and restoring essential infrastructure. As a leader in the Water and Wastewater Industry, we have maintained a noteworthy standard of excellence for nearly seven decades. Our culture of performance is built on a foundation of Core Values: Respect, Integrity, Honesty, and Team Unity, to ensure we make good things happen for our clients.

SPECIALTIES

Our Broad Scope of Expertise Includes:

- Design & Construction of Prestressed Concrete Tanks
- Concrete Removal and Surface Preparation
- Durability Inspections and Assessments
- Continuing Service Agreements
- High Performance Coatings
- Infrastructure Upgrades
- Shotcrete
- Specialty Fabrications
- Structural Solutions

PRESTRESSED CONCRETE TANKS

Designed and Constructed 4,750 Prestressed Concrete Tanks with 7.5 billion gallons of liquid contained over the past 70 Years including tanks for:

- Water/Wastewater Storage
- Oxidation/Aeration
- Fire Protection
- Thermal Energy Storage

CREDENTIALS

- 15 Licensed Professional Engineers on Staff including 1 PhD and 3 Structural Engineers
- 20 ACI Certified Nozzlemen - Trained Nozzlemen Have Attained ACI Cp-60 Shotcrete Nozzleman Certification
- Superintendents With an Average of Over 30 Years of Field Construction Experience
- Full Time Professional CAD Designers Educated in Architecture and CAD Design
- Professional Estimators Educated in Both Engineering and Construction Management

CERTIFICATIONS

CROM Team Members are Trained and Certified by the Following Governing Organizations:

- Association for Materials Protection & Performance (AMPP)
- American Concrete Institute (ACI)
- International Concrete Repair Institute (ICRI)
- American Shotcrete Association (ASA)

SAFETY & QA/QC

- 48 (100% of Project Managers and Superintendents) OSHA 30 Certified Members on Staff
- Dedicated In-House Safety & QA/QC Departments

TESTIMONIALS

"...Note of thanks to each and every one in your company...It was a great pleasure...I can honestly say that this was one of the best experiences working with a subcontractor that I have had in the last 25 years. Your team did everything they could do in safety to make sure that we had an accident free workplace and was always more than willing to accommodate me with any requests...it's very rare for me to see a company so organized and safety conscious as I have witnessed over the last several months..." - *Tony Wharton Smith*

"[working with CROM] was one of the best experiences I have had in my construction career...they could not have been more responsive or accommodating...From initial contact to actual site performance, the project went smoothly and efficiently. The project owner was extremely impressed." - *Pat Civil Works Contracting*

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Pre-Stressed Concrete Tanks
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: CROM, LLC
Contact Name: Brock Southwick Title: Regional Manager
Address: 250 SW 36Th Terrace
Gainesville, FL 32607
Phone Number: 352-372-3436 Fax: 352-372-6209

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☒	Value Engineering Proposal
☒	Sanctions and Litigation	☒	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☒	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 07/10/2023 No. 2 Dated 07/24/2023

No. 3 Dated 07/28/2023 No. 4 Dated 07/28/2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Oxidation Ditch Trains 4 & 5	1	LS	\$ <u>14,150,000</u>	\$ <u>14,150,000</u>
2.	Oxidation Ditch Handrails & Access Stairs	1	LS	\$ <u>829,100</u>	\$ <u>829,100</u>
3.	Clarifiers 4 & 5	1	LS	\$ <u>1,210,000</u>	\$ <u>1,210,000</u>
4.	Coring Existing Storage Tanks	1	LS	\$ <u>147,700</u>	\$ <u>147,700</u>
5.	Submittal Package Complete	1	LS	\$ <u>1,440,000</u>	\$ <u>1,440,000</u>
6.	Coatings Complete – Oxidation Ditches	1	LS	\$ <u>3,190,600</u>	\$ <u>3,190,600</u>
7.	Coatings Complete – Clarifiers	1	LS	\$ <u>47,400</u>	\$ <u>47,400</u>
8.	Performance & Payment Bond	1	LS	\$ <u>190,900</u>	\$ <u>190,900</u>
9.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>21,205,800</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Lead Time - Permit Drawing Set	<u>30 Days</u>

2.	Submittal Lead Time - Ox Ditch Straight Walls	120 Days
3.	Submittal Lead Time - Exterior Walls & Floor	180 Days
4.	Submittal – Oxidation Ditches Miscellaneous Details	150 Days
5.	Submittal – Clarifiers	60 Days
6.	Oxidation Ditches Construction - Complete	448 Days
7.	Clarifiers Construction - Complete	70 Days each (140 Days Total)

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Brett Bohannon / Vice President

Print Name / Title

8/3/23

Date

Clarifications and Value Engineering

Clarifications

1. Crom has included costs for dumpster and sanitary facilities in our estimate.
2. As a clarification to item 6.1.5.A in the Prestressed Concrete Tank Bid Manual, the center wall between the splash covers is the only interior wall that has been raised.
3. Per item 6.1.1.A.vi.m & n of the Prestressed Concrete Tank Bid Manual, Crom has included aluminum stairs and handrail for the oxidation ditch, including 3 sets of exterior stairs as shown on sheet C105. We have also included access stairs to the bridge between the Clarifiers as it appeared this was not included by others. We can of course offer a deduct if the stairs between the Clarifiers are included by others. Note, we have only included one set of stairs between the Clarifiers as seen on sheet C105.
4. Per item 6.4.6 of the Prestressed Concrete Tank Bid Manual, Crom will hold pricing for 120 days. As noted in item 6.4.6, price escalations may be addressed with documentation reflecting price increases that occur beyond the 120 day period.
5. Crom has not included the cleanup hours as noted in item 6.4.18 of the Prestressed Concrete Tank Bid Manual as this appears to apply to other scopes of work.
6. Per item 6.1.4.A.i.d & e of the Prestressed Concrete Tank Bid Manual, item e, two coats of Tnemec 104 plus a third coat of Tnemec 435 will be included on the underside of the splash covers as well as all of the vertical wall surfaces beneath the splash covers. All other interior walls will receive two coats of Tnemec 104 as detailed in items a-c of the above referenced section.
7. As a clarification to specification 09 90 00.2.02.H.Z.1 (found on page 09 90 00-14 of the specifications provided in Addendum #3), we have included two coats of Chemprobe Prime A Pell to the above grade exteriors of the oxidation ditch and clarifier tanks. Additionally we have included pressure washing to accomplish the required surface preparation.
8. Per previously provided preliminary drawings, Crom is assuming the elevation of the top of the splash covers will be 20'6" above the FFE (elevation 46.5). Ovivo drawings reflect a clear distance required at the bottom of beams beneath the concrete splash cover. Crom's splash cover design includes a 15" thick splash cover to eliminate the need for concrete beams. The required 4'3" clear distance between the HWL and the bottom of the splash cover is maintained. Ovivo has historically had no issue with this design. Our wall heights, stairs and coatings proposals have all assumed an elevation of 46.5' for the top of the splash covers.
9. The submittal lead times for the oxidation ditch (items 1-4) should be considered sequential. These are somewhat conservative, but we have reviewed with anticipated progress of tank construction and confirm these fall within the construction time frame and will not impact the tank construction duration.

Potential Value Engineering:

1. Coring of the existing tanks to place a 24" wall pipe may be able to be reduced by approximately \$50,000 if the wall penetration can be modified to eliminate the necessity to cut prestressing wires. This may be accomplished by reducing the wall pipe to 20" and/or by using a plain end connection on the outside of the tank, possibly by use of Victaulic connection.
2. Value engineering options for the interior coatings include the following:
 - a. Reduce the height of the 2 coats of 104 system from the top of wall down to 1' below the HWL, resulting in the top 3' of the wall to be coated. No change to the coating system beneath the splash covers. The revised price for bid item # 6 would be \$1,645,500.
 - b. Delete the 2 coats of 104 system entirely. No change to the coating system beneath the splash covers. The revised price for bid item # 6 would be \$1,301,500.
 - c. Change the specified coating system entirely to 2 coats of Tnemec Series 46H-413 Tneme-Tar 9 mils DFT. The revised price for bid item # 6 would be \$1,806,560.
 - d. Change the specified coating system to 2 coats of Tnemec Series 46H-413 Tneme-Tar 9 mils DFT from top of wall down to 1' below the HWL. The underside of the splash covers and full height of all walls beneath the splash covers would be coated with Tnemec Series 46H-413 Tneme-Tar. The revised price for bid item # 6 would be \$953,100.

Project References

Project Name and Location: (2019M011) Spencers WWTF Clarifier No. 4/ Orange Park, FL
Owner's Name and Address: Clay County Utility Authority/ 3176 Old Jennings Road, Middleburg, FL 32068
Owner's Contact Information: 904-272-5999
Description of Services Provided: 700,000-Gallon Clarifier Construction
Actual Construction Cost: \$526,200.00
Completion Date: April 25, 2020
Brief Project Description: 700,000-Gallon Clarifier

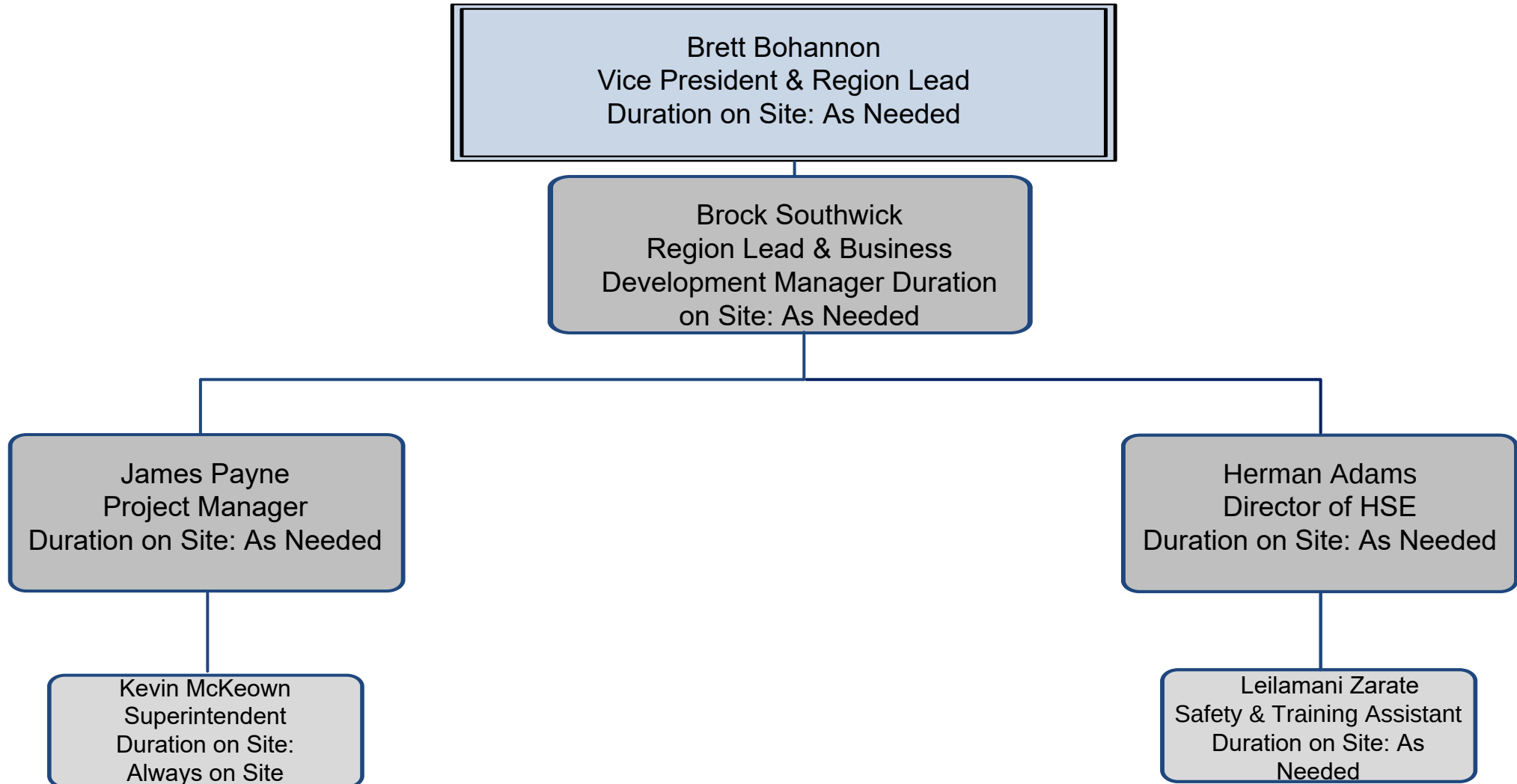
Project Name and Location: (2017M021) Mid-Clay WWTF Upgrades/ Green Cove Springs, FL
Owner's Name and Address: Clay County Utility Authority/3176 Old Jennings Road, Middleburg, FL 32068
Owner's Contact Information: 904-213-2426
Description of Services Provided: Two 713,000-Gallon Clarifiers Construction and One 2,700,000-Gallon Oxidation Basin Construction
Actual Construction Cost: \$3,324,000.00
Completion Date: March 25, 2019
Brief Project Description: Two 713,000-Gallon Clarifiers Construction and One 2,700,000-Gallon Oxidation Basin

Project Name and Location: (2016M024) Three Oaks WWTP Oxidation Ditch Improvements/Ft. Myers, FL
Owner's Name and Address: Lee County Board of County Commissioners/ 7391 College Parkway, Fort Myers, FL 33907
Owner's Contact Information: 239-936-0247
Description of Services Provided: Three 600,000-Gallon Clarifiers Construction
Actual Construction Cost: \$2,138,490.00
Completion Date: July 25, 2018
Brief Project Description: Three 600,000-Gallon Clarifiers

Project Name and Location: (2016M001) Central County WRF Phase 3 & 4 Expansion/ Sarasota, FL
Owner's Name and Address: Sarasota County BOCC/ 1660 Ringlin Boulevard, Sarasota, FL 34236
Owner's Contact Information: 941-861-5000
Description of Services Provided: Two 610,000-Gallon Clarifiers Construction
Actual Construction Cost: \$843,500.00
Completion Date: September 25, 2016
Brief Project Description: Two 610,000-Gallon Clarifiers

Project Name and Location: (2020M022) Davidson Branch Pump Station & EQ Facility/Nashville, TN
Owner's Name and Address: Metro Water Services, 1700 3rd Avenue North, Nashville, TN 37208
Owner's Contact Information: 618-862-4600
Description of Services Provided: Construction 6.2-MG Equalization Tank
Actual Construction Cost: \$3,394,414.89
Completion Date: 09/2022
Brief Project Description: 6.2-MG Equalization Tank

FIELD ORGANIZATIONAL CHART





BRETT F. BOHANNON

REGIONAL MANAGER

(352) 514-0135 | bfb@cromcorp.com



PROFILE

Regional Manager, CROM, LLC (CROM®). Advanced skills developed in marketing, sales, and management of turnkey construction projects. Comprehensive understanding of the engineering design and construction details of wire-wound circular prestressed concrete tanks, as well as coordination between government agencies, engineers, and contractors to ensure the successful development of projects. Focused on details and dedicated to delivering clients a world-class product constructed safely, ahead of schedule, and held to the highest industry standards.

EXPERIENCE

Regional Manager, CROM, LLC, Gainesville, Florida

2021-Present

- Complete responsibility for company operations for the South Florida market.
- Duties include developing and managing relationships with contractors and suppliers, overseeing all levels of project development and construction to deliver the highest quality project, and contribute to the design and construction expertise during project development.
- Management of industrial coatings and heavy construction projects in the South Florida market.

OTHER EXPERIENCE

Construction Services Manager	Crom, LLC, Gainesville, Florida	2017-2021
PM Department Manager	Crom, LLC, Gainesville, Florida	2013-2016
Project Manager	Crom, LLC, Gainesville, Florida	2005-2013
Project Manager	SRW Construction, Gainesville, Florida	1998-2004
Event Director	Event Management Inc., Gainesville, Florida	1997-1998

PROFESSIONAL EDUCATION

University of Florida, Gainesville, Florida

B.S.B.A., Marketing

Santa Fe College, Gainesville, Florida

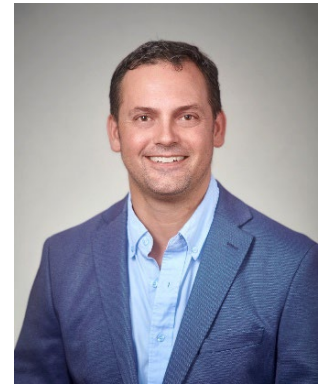
Associates of Arts Degree



Brock T. Southwick, DBIA®

REGIONAL MANAGER

(352) 339-8317 | bsouthwick@cromcorp.com



PROFILE

With more than 20 years of experience in managing small and complex water and wastewater projects, Brock has served in key roles including field work and supervision, design and project management, as well as business development. Brock is focused on details and is dedicated to delivering clients a product constructed safely, ahead of schedule, and held to the highest industry standards.

EXPERIENCE

REGIONAL MANAGER, CROM, LLC, GAINESVILLE, FLORIDA

2023-Present

- Complete responsibility for company operations for the North Florida market.
- Duties include developing and managing relationships with contractors and suppliers, overseeing all levels of project development and construction to deliver the highest quality project, and contribute to the design and construction expertise during project development.
- Management of industrial coatings and heavy construction projects in the North Florida market.

OTHER EXPERIENCE

Senior Project Manager/Director	The Haskell Company, Jacksonville, FL	2020-2023
Senior Project Manager	ESCO Construction, Evergreen, CO	2018-2020
Project Manager	RN Civil Construction, Centennial, CO	2017-2018
Project Manager	Garney Construction, Kansas City, MO	2005-2016
Project Engineer	Garney Construction, Kansas City, MO	2001-2005

PROFESSIONAL EDUCATION

COLORADO STATE UNIVERSITY, FT. COLLINS, COLORADO

B.S., Construction Management

PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

DESIGN BUILD INSTITUTE OF AMERICA

Design-Build Professional®



JAMES PAYNE

PROJECT MANAGER

(352) 317-2704 | jpayne@cromcorp.com



PROFILE

Project Manager, of CROM, LLC (CROM®). Advanced skills developed in construction estimating, job cost control, construction management, scheduling, document control, contract review, computer automated drafting, and site safety management. Outside of construction skills, a comprehensive understanding of the attention required for team organization and development necessary to help guide progress, safety, and quality through to successful completion of a project.

EXPERIENCE

Project Manager, CROM, Gainesville, Florida

2019 – Present

- Tasked with project coordination and reviewing construction documents from engineering, estimating, drafting, and in-house shop operations to finalize design/build practices
- Responsible for managing field operations and ensuring that proper materials, safety equipment, and labor resources are available for simultaneous job operations
- Manage budget tracking, bill of materials, request for information, pay request, and submittals along with providing information for scheduling

OTHER EXPERIENCE

Sales Manager	Florida Septic Inc., Hawthorne, Florida	2016-2019
District Sales Manager	Hessler Worldwide, Missouri	2015-2016
Sales/ Credit Manager	Badcock Home Furniture, Waycross, Georgia	2012-2015
Skilled Laborer	Scotbilt Homes, Waycross, Georgia	2011-2013

PROFESSIONAL EDUCATION

Santa Fe College, Gainesville, Florida

PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- Fundamentals of Concrete & Materials
- Fundamentals of Concrete Construction



KEVIN MCKEOWN

SUPERINTENDENT

(352) 514-6270 | kmckeown@cromcorp.com



PROFILE

Superintendent of CROM, LLC. Responsible for training and implementing high quality skills required during construction of prestressed concrete tanks. Duties include organizing, managing, and facilitating crews throughout project duration to ensure construction activities run smoothly and properly according to engineering and design drawings. Continuously maintaining Crom's Safety Program and overseeing use of tools and equipment and safety practices of crew and subcontractors; coordinating work of subcontractors and owners to ultimately achieve desired finished product.

EXPERIENCE

Superintendent, CROM, LLC, Gainesville, Florida

2004—Present

- Supervised the successful construction of more than 113 Prestressed Concrete tanks including storage capacities of up to 20,000,000 gallons.
- Maintain and submit records of day-to-day operations, including daily logs, employee time sheets and safety reports.
- Maintaining Crom's Safety Program and overseeing use of tools and equipment and safety practices of crew and any subcontractors.

OTHER EXPERIENCE

Superintendent	CROM International LLC, State of Qatar, Doha	2012-2014
Foreman	CROM, LLC, Gainesville, Florida	2001-2004
Senior Nozzleman	CROM, LLC, Gainesville, Florida	1998-2001
Certified Nozzleman	CROM, LLC, Gainesville, Florida	1996-1998
Certified Tank Builder	CROM, LLC, Gainesville, Florida	1994-1996
Laborer/Trainee	CROM, LLC, Gainesville, Florida	1991-1994

PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- ACI Certification: Shotcrete Nozzleman, Wet Mix Process, Vertical Only
- Permit Required Confined Space
- 30-Hour OSHA Construction Safety and Health
- OSHA 10 and 30-Hour Course in Construction Safety & Health
- Basic First Aid
- Adult CPR and AED and Child CPR and AED
- Permit Required Confined Space Supervisor
- Fall Protection Certification
- Competent Person Certification: Front-End Loader
- Competent Person Certification: Lift Truck Operator
- Competent Person Certification: Crane Operator
- Competent Person Certification: Scaffolding
- Competent Person Certification: Air Compressor
- Competent Person Certification: Pump Operations
- Crane Rigging and Signaling Certification
- CPR, AED, and First Aid Certification
- TSS- Scaffold Safety
- Certified Rigger



HERMAN ADAMS

DIRECTOR OF HSE

(352) 299-3974 | hadams@cromcorp.com



PROFILE

Experienced HSE Director with a record of protecting people, property, and the environment through strong safety programs. Proven ability to lead cross-functional teams in the development and implementation of safety protocols. Provides a comprehensive understanding of the compliance of health and safety rules and regulations with local, state, and federal agencies.

EXPERIENCE

HSE Director, CROM, LLC, Gainesville, Florida

2015—Present

- Manage and direct health and safety policy and program for CROM, LLC and its divisions.
- Oversee construction safety program compliance with all local, state, and federal safety rules and regulations.
- Maintain CROM Safety Manual and all policies.
- Conduct safety training and maintain AHAs companywide for CROM and its divisions.
- Draft Site Safety Plans in conjunction with the Project Managers.
- Conduct Accident Root Cause Analysis and Chair the Safety Committee Meetings.

OTHER EXPERIENCE

Shop Manager	Oreair Electric, Jacksonville, Florida	2014-2015
Safety Director	Summit Erectors, Jacksonville, Florida	2010-2014
Branch Manager/Safety Manager	Tradesmen International, Gainesville, Florida	2005-2009

PROFESSIONAL EDUCATION

Hawaii Pacific University, Honolulu, Hawaii
United States Army

2001
1998-2003

PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- OSHA 500
- MEWP Trainer
- EM 385
- First Aid/CPR/AED Instructor
- Trainer the Trainer Fall Protection
- Accident Investigation
- Emergency Preparedness
- Confined Space Trainer
- Certified Rigger
- Certified Signalman
- Crane Management
- HAZMAT



LEILAMANI ZARATE

SAFETY & TRAINING ASSISTANT

(352)-318-2757 | lzarate@cromcorp.com

PROFILE

The Safety and Training Assistant of CROM, LLC has the responsibility of cultivating a code of construction safety best practices and ensuring the workplace personnel is kept safe while minimizing the company's risk of exposure. Additionally, have comprehensive understanding of the compliance of health and safety rules and regulations with local, state, and federal agencies.

EXPERIENCE

Safety And Training Assistant, CROM, LLC, Gainesville, Florida

2018—Present

- Enforce company established safety procedures, policies and PPE practices are in compliance per OSHA regulations and the Crom Safety Manual.
- Responsible for eliminating and/or controlling hazardous conditions that may lead to human injury and/or property damage while on jobsite visits as well as serve as an on-site safety representative if required.
- Assist in companywide safety programs and certifications.

OTHER EXPERIENCE

Skilled Laborer/Construction Assist	CROM, LLC, Gainesville, Florida	2016-2018
Pool Service	T&D Pools, St. Augustine, Florida	2006-2014
Restaurant Manager	El Apache Mexican Restaurant, St. Augustine, Florida	1995-1999

PROFESSIONAL EDUCATION

Instituto Técnico de San Luis – Mexico

1995

Associate Degree in Business Administration

PROFESSIONAL CERTIFICATIONS & MEMBERSHIPS

- OSHA 510
- OSHA 30
- EM 385
- First Aid/CPR/AED Trainer
- Trainer the Trainer Fall Protection
- Accident Investigation
- Emergency Preparedness
- Confined Space Trainer
- Arial Lift Trainer
- UHP Water Jet Trainer

Ten (10) Year Litigation Summary CROM, LLC 2013-2023

1. The Crom Corporation v. Salser Construction, Inc. (Ocala, Florida) (Alachua County, Florida). ***This matter is settled.*** In June 2013, CROM filed suit against General Contract, Salser Construction, Inc., due to Salser's improper non-payment for CROM's subcontracting services. In November 2014, CROM received payment in full and dismissed the pending suit, thereafter.
2. Randolph County v. The Crom Corporation, (Cleburne County, Alabama). ***This matter is settled.*** In 2013, Randolph County filed suit as a third party beneficiary claiming a construction defect to Cleburne County's tank elevation. CROM defended on the basis that the tank was successfully built in 2009 to plans and specifications. The parties reached a confidential settlement in April 2014, in exchange for case dismissal.
3. CROM, LLC v. The Hartford Casualty Insurance Company (Surety), (Alachua Co., FL). ***This matter is settled.*** CROM successfully completed construction of two (2) 5.0-MG concrete tanks in Baton Rouge, LA. When the prime contractor, Cecil D. Gassiot, LLC, was unable to complete its work due to alleged bankruptcy, CROM filed suit against the surety. The surety took over completion of Cecil D. Gassiot's work and entered into a confidential settlement agreement in August 2015. Since the project has reached Final Completion, CROM now looks to the surety for final payment. CROM received payment in full.
4. CROM, LLC v. W. Rogers Company & Liberty Mutual Insurance Company, (Fayette County, KY). ***This matter is in settled.*** In June 2015, CROM, LLC ("CROM") filed suit against its general contractor, W. Rogers Company ("Rogers"), & Rogers' Surety, Liberty Mutual Insurance Company, due to Rogers' failure to make payment for CROM's construction of one (1) 10.0-MG Wet Weather Detention Basin in Frankfort, KY. The project was successfully accepted by the Owner and Rogers in April 2015. In September 2015, the parties entered into a confidential settlement agreement in exchange for case dismissal.
5. The Crom Corporation, N/K/A CROM, LLC v. Hialeah Water, LLC, et. al., (Miami-Dade, FL). ***This matter is settled.*** In 2016, CROM, LLC filed suit against the General Contractor, Hialeah Water, LLC, and its surety for non-payment of retainage for failure to make payment for construction of two (2) 5.0-MG Finished Water /Bulk Storage Tanks. CROM successfully completed this project in 2012, and the tanks have been in beneficial use since 2015. The Parties entered into a confidential settlement agreement in January 2017.
6. CROM, LLC DBA CROM Engineering and Construction Services v. Brandes Design-Build, Inc., et. al., (Brevard Co., FL). ***This matter is settled.*** In March, 2017, CROM filed suit due to nonpayment. The surety took over completion of Brandes Design-Build's work. CROM successfully completed its work and did not receive any payment. In September 2017, the surety made payment in full to CROM.
7. CROM, LLC v. WPC Industrial Contractors, LLC, et. al., (St. John's Co., FL). ***This matter is settled.*** In May 2017, CROM filed suit due to WPC's non-payment. CROM successfully completed construction of its work, including one (1) 1.0-MG concrete tank. The Parties have reached a confidential settlement in exchange for case dismissal in February 2018.
8. CROM, LLC v. WPC Industrial Contractors, LLC, et. al., (Deltona, FL). ***This matter is settled.*** In June 2017, CROM filed suit due to WPC's non-payment and for misapplication of funds. CROM successfully completed construction of its work, including one (1) 2.5-MG and one (1) 5.0-MG water tank. The Parties have reached a confidential settlement in exchange for case dismissal in February 2018.
9. Clay County Utility Authority v. Beach Construction Company, Inc. v. CROM, LLC (Clay County, FL) ***This matter is settled and suit dismissed.*** In 2021, CROM received a 3rd Party Complaint from Beach Construction, alleging a construction defect for a tank built in 2008. The allegations from Beach, which was the General Contractor, that went out of business shortly after the project, are vague and make no specific allegations. Beach failed to correctly install the underdrain system, and voids opened up underneath the tank—none of which were included in CROM's scope of work. In 2019, the owner then hired CROM to re-build a replacement tank with a new general contractor next to the tank with the underground failure. CROM is defending this suit with insurance counsel. The parties reached a confidential settlement with case dismissal in Fall 2022.
10. BBI Construction Management, Inc. ("BBI"). v. Clay County Utility Authority ("CCUA") v. Westfield Insurance (BBI's Surety) v. CROM, LLC (Clay County, FL) ***This matter is settled and suit is dismissed.*** In early 2018, CROM successfully completed construction of a .45-MG Clarifier Tank for Clay County Utility Authority ("CCUA"), the Owner, in Fleming Island, FL. At the time of tank acceptance in summer of 2018, BBI, the general contractor, who is responsible for the underdrain system, failed to

properly maintain the underdrain, causing damage to the tank floor. The underdrain system is excluded from CROM's scope of work. In August 2019, CROM received a Third Party Complaint from BBI, the general contractor, bringing CROM into a claim that BBI filed against CCUA, the owner, alleging breach. Subsequent to the suit, CCUA hired CROM to restore the tank floor to its original condition. CROM has successfully completed the floor restoration for CCUA. The Parties reached confidential settlement in Spring 2023.

11. CROM, LLC v. Ortega Industrial Contractors, Inc. and Western Surety Company (Alachua County, FL) ***This matter is settled, and the suit is dismissed.*** In March 2022, CROM filed suit against Ortega and its surety due to non-payment for satisfactory work completed for and accepted by Gainesville Regional Utilities, owned by the City of Gainesville, FL, to collect CROM's retainage that has been paid to Ortega, the General Contractor. Ortega is in receipt of CROM's retainage, but has since gone out of business and dissolved. In this case, the Engineer of Record ("EOR"), CH2MHill specified a coating that took some time to gain acceptance by the Owner, but is accepted in full. Ortega is charging the delay in acceptance against CROM, although it was the specification of the EOR, and there are no allegations of application error. CROM is looking to Ortega and its surety for payment of its retainage. CROM and Ortega entered into a confidential settlement with case dismissal in April 2022.
12. CROM, LLC v. J. Cumby Construction, Inc. Westfield Insurance Company (Bledsoe County, TN). ***This matter is ongoing.*** In April 2022, CROM filed suit against General Contractor, J. Cumby and its surety for non-payment of the final retainage. CROM successfully completed the works, including six (6) tanks, per the contract documents. CROM's work has been fully accepted by the Owner, Bledsoe Correctional Complex in Pikeville, TN, and the General Contractor. However, J. Cumby is backcharging CROM for the site work not being prepared before CROM mobilized to begin construction of CROM's scope of work. The site work was a responsibility of J. Cumby and was specifically excluded from CROM's scope of work in the contract. Nonetheless, J. Cumby alleges its delays in completion of the site work were caused by CROM. The parties are engaged in settlement talks.
13. CROM v. Stellar Concrete, LLC (Alachua County, Florida): ***This matter is settled.*** In 2022, CROM filed suit to enforce an agreement between CROM and Stellar, where the Stellar, CROM's subcontractor, failed to perform. CROM issued a backcharge that Stellar agreed to pay. When Stellar failed to make payments, then CROM filed suit. The parties reached a confidential settlement agreement in June 2022.
14. CROM V. Foundation Professionals of Florida, Inc. (Columbia County, Florida) ***This matter is ongoing.*** In 2022, CROM filed suit for breach of contract in order to collect payment from the Contractor, Foundation Professionals of Florida, Inc. ("Foundation Pros") for work that was performed pursuant to a signed contract and change orders. In 2021, CROM had issued a stop work order due to non-payment by Foundation Pros., to no avail. Now the matter has been filed and the parties plan to mediate to settle.

Your payment was processed. Print this tax receipt for your records. It was also sent to stillman@cromcorp.com



Online Business Tax Receipt⁽¹⁾

Business Name **CROM, LLC**

Business Tax ID **36596**

This constitutes your business tax receipt for 10/1/2022 - 9/30/2023.

Your business tax(es) for the fiscal year **10/1/2022 - 9/30/2023** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00	
1360	CONTRACTOR-GENERAL-UNLIMITED	\$131.25	Business category flat fee of \$131.25
1940	ENGINEER	\$210.00	Per item fee \$105.00. Value submitted for taxation is 2.
6801	COMMERCIALLY ZONED	\$0.00	
****	Payment	(\$341.25)	Posted on 9/1/2022
TOTAL DUE:		\$341.25	

Please note that the maximum charge for any single service is \$525

Amount Due on **Thursday, September 01, 2022** is **\$341.25**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2022 - 9/30/2023.

Payments must be time-stamped by 11:59 pm on Monday, October 03, 2022 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

OYENARTE, ROBERT GLENN

CROM, LLC
250 SW 36TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: CGC1517301

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CIASCA, ALEXANDER DAVID

250 SW 36TH TERRACE
CROM
GAINESVILLE FL 33407

LICENSE NUMBER: PE73007

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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BOARD OF PROFESSIONAL ENGINEERS

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OYENARTE, ROBERT GLENN

250 SW 36TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: PE59444

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CIANCONE, GIANNI T.

1118 NW 134TH DR
NEWBERRY FL 32669

LICENSE NUMBER: PE77546

EXPIRATION DATE: FEBRUARY 28, 2025

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
02/14/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED CROM, LLC 250 SW 36th Terrace Gainesville, FL 32607	INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Company INSURER B: Liberty Mutual Fire Insurance Company INSURER C: Employers Insurance Company of Wausau INSURER D: INSURER E: INSURER F:
	NAIC # 25445 23035 21458

COVERAGES

CERTIFICATE NUMBER: W28074060

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	IEPICB5Z9Y003	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ HIRED AUTO ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ PHYSICAL DAMAGE	Y	Y	AS2-Z91-469956-032	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded. \$ 2,500.00
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	IEELCASB5Z99003	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC6-Z91-469956-022	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE		Y	WCC-Z91-469956-012	12/31/2022	12/31/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMP \$1,000,000 E.L. DISEASE - POL \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability if required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY	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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ACORD 25 (2016/03)

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SR ID: 23747561

BATCH: 2854358

Page 606 of 1257

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED CROM, LLC 250 SW 36th Terrace Gainesville, FL 32607	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation if required by written contract and as permitted by law.

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com



February 10, 2023

Re: **CROM, LLC.**

**250 SW 36th Terrace
Gainesville, FL 32607**

Dear Selection Committee Members,

It is a privilege for JCA Surety Group, LLC to be the agency handling the bonding needs of CROM, LLC. Bonds are placed with Travelers Casualty and Surety Company of America which has an AM Best Rating of A++ (Superior), XV and is listed on the US Treasury Department's list of Approved Sureties.

CROM, LLC. has a reputation for holding itself to the highest standards of quality and displaying the utmost integrity. Prudent surety underwriting requires our satisfaction of financial ability, experience, and personnel. CROM, LLC. has our complete confidence in these areas.

While maximum limits have not been established, Travelers Casualty and Surety Company of America favorably considers single projects in the \$25,000,000.00 range, with an aggregate program around \$100,000,000.00 to be within their normal operating capacity. Should you require Performance and Payment bonds from CROM, LLC. we would be pleased to execute the required documents. This is subject to the Surety's normal underwriting requirements at the time any request is made, including without limitation, prior review and approval of relevant contract documents and bond forms.

Please note that this letter is not an assumption of liability. Any arrangement for bonds required by the contract is a matter between CROM, LLC. and the surety and we assume no liability to you or third parties.

Should you have any questions or require additional information please do not hesitate to contact me at (321) 800-6594 or (407) 575-4361.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jorge L. Bracamonte', is written over a light blue horizontal line.

Jorge L. Bracamonte
Contract Surety Specialist

RESOLUTION OF THE MANAGERS
OF CROM, LLC
A FLORIDA LIMITED LIABILITY COMPANY

To: Wharton-Smith, City of Deland, Water Reclamation Facility Upgrades

I HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by unanimous written consent of the Managers of CROM, LLC, a limited liability company organized under the laws of the State of Florida, on the 19th day of March 2014, updated on May 23, 2023, and that the said resolution has been entered upon the regular minute book of this company and is in accordance with the operating agreement that is now in full force and effect:

“RESOLVED THAT the following individuals are authorized to sign bid proposals, construction contracts, releases and waivers of claims for this company; and further to include in such bid proposals and contracts the certificate as to non-collusion required by law as the act and deed of such company, and for all inaccuracies of misstatements in such certificate this company shall be liable under the penalty of perjury.”

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>
Robert G. Oyenarte	President
Jeffrey A. Pomeroy	Chief Financial Officer & Treasurer & Assistant Secretary
Joseph C. Swann	Senior Vice President & Assistant Secretary
Alexander D. Ciasca	Vice President & Assistant Secretary
Brett F. Bohannon	Vice President & Assistant Secretary
Richard Blake Roberts	Vice President & Assistant Secretary
Samantha Tillman	Vice President & Assistant Secretary
Kristina L. Elkins	Assistant Secretary
Paul Mathis Bracewell	Assistant Secretary
Dale A. Shinsky	Assistant Secretary
Bruce Russell	Assistant Secretary
Thomas J. Williams III	Assistant Secretary
Heather Smith	Assistant Secretary
Chad Smith	Assistant Secretary
Cody AH Galloway	Assistant Secretary
Jason R. Bossier	Assistant Secretary
Daniel J. Haugland	Assistant Secretary



By: _____
Robert G. Oyenarte

Title: President
Date: May 23, 2023

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 13 - Instrumentation & Controls

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Commerce Controls		Revere Control Systems		Eric Sullivan		
		Dennis McGee		Jean Mead		GCS		
		941-416-5062		863-581-6865		863-250-8069		
Base Bid Before Alternates		\$ -				\$ 409,316.00		
Instrumentation & Controls Package		\$ -		\$ -	Y	\$ 403,058.00		\$ -
Performance & Payment Bond		\$ -		\$ -	Y	\$ 6,158.00		\$ -
Indemnification		\$ -		\$ -	Y	\$ 100.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments						\$ 36,000.00		
Sunshields		\$ -		\$ -	Y	\$ 20,000.00		\$ -
Local Surge Protection		\$ -		\$ -	Y	\$ 16,000.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form						Y		
Clarifications / Exceptions						Y		
Acknowledged Addenda						Y		
SRF Davis Bacon						Y		
SRF AIS & BABA						Y		
Additional Notes								
					Late bid			
					Costs assumed for sunshields & surge protection.			
SUBTOTAL:		\$ -		\$ -		\$ 409,316.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:						\$ 36,000		
Total Adjusted Scope:		\$ -		\$ -		\$ 445,316.00		\$ -
		NO BID		NO BID		\$ 445,316.00		NO BID

Recommend award to:

General Control Systems

Adam Bergdahl

From: Dennis McGee <dmcgee@commercecontrols.com>
Sent: Friday, July 28, 2023 1:27 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Jeff Krawczyk
Subject: Bid Status, CCI: Deland Wiley M. Nash WRF Upgrades

Commerce Controls has made decision to NOT-Bid the I&C, as per Wharton-Smith's solicitation of such for this Project.

For this decision, among our reasons for such:

- Project Timeline and coordination/allocation of resources to deliver, both leading up to the construction start, and during the construction-phase timeframe
- Some uncertainty as to scope-definition and task/responsibility segregation between prospective I&C vendor and DataFlow ... although this was pretty much clarified in verbal conversations between Dennis McGee and Adam Bergdahl.

We at CCI are disappointed with having to decline this opportunity, but we hope you understand our position and reasons. We aspire to continue favorable relations with WSI, and with the City of Deland, in future opportunities.

If the proceedings warrant a future request for reconsideration of this decision, please be assured that CCI would examine anew such interest in reconsideration.

Dennis McGee, PE, PMP

Business Development Manager
Water Infrastructure Group

Cell: (941) 416-5062

Email: DMcGee@commercecontrols.com



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Adam Bergdahl

From: Laura Britton <lbritton@generalcontrolsystems.com>
Sent: Thursday, August 3, 2023 2:23 PM
To: Adam Bergdahl
Cc: Eric Sullivan; Nathalie Collado
Subject: Q23-4328 City of Deland Wiley M. Nash WRF Upgrades Instrumentation Proposal
Attachments: 8. SupplementaryConditions_Construction Procurement - Signed.pdf; 9. SupplementaryConditions_Materials-Equipment Procurement - Signed.pdf; Bid Form.pdf; Surety Letter - GCSfor PC Construction Company 6-26-23 (002).pdf; Proposal Q23-4328 City of Deland Wiley M. Nash WRF Upgrades.pdf

Hello,

General Control Systems is pleased to present our proposal Q23-4328 for The City of Deland Wiley M. Nash WRF Expansion and Upgrades. The proposal is for the field instrumentation providing of fiber optic cabling.

Just to clarify, we would not provide any PLC equipment, modifications, or programming. We will only provide field instrumentation specified in the bid manual/drawings/specifications, instrument stands, surge protection, fiber optic cable (installation done by others), and all terminations/on-site testing for the fiber optic cabling.

Thank you for the opportunity. Please feel free to contact us if there are any questions or concerns.

Regards,

Laura Britton | Estimator

✉ Email: lbritton@generalcontrolsystems.com

☎ Mobile: 863.207.5263

☎ Office: 863.250.8069



GENERAL CONTROL SYSTEMS

<https://generalcontrolsystems.com/>



VERIFY



CERTIFIED



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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Instrumentation & Controls Package
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: General Control Systems
Contact Name: Eric Sullivan Title: Business Development Mgr.
Address: 3520 Airport Road
Lakeland, FL 33811
Phone Number: 863-698-8266 Fax: 518-270-8042

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐ NA	Value Engineering Proposal
☒	Sanctions and Litigation	☐ NA	List of Subcontractors
☒	Licenses (As Applicable)	☒	Certificate of Insurance
☒	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☒	Meets SRF Program Requirements	☒	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7-10-2023 No. 2 Dated 7-24-2023

No. 3 Dated 7-28-2023 No. 4 Dated 7-28-2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Instrumentation & Controls Package	1	LS	\$ <u>403058.00</u>	\$ <u>403058.00</u>
2.	Performance and Payment Bond	1	LS	<u>\$6158</u>	<u>\$6158</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>409216.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package – Field Instruments	<u>60</u>
2.	Lead Time - Field Instruments	<u>120</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Eric Sullivan / Business Dev. Mgr. 8/3/2023

Print Name / Title

Date



General Control Systems, Inc.
3520 Airport Road
Lakeland, Florida, 33811
(863) 250-8069



Page 1 of 2

August 3, 2023

ATTEN: Estimation

SUBJECT: **City of Deland Wiley M. Nash WRF Upgrades**

PROJECT #: GCS Scope Number Q23-4328

We propose to furnish quality labor, materials and supervision to develop the control system as discussed. All work will be done in accordance with the following scope of work, and includes the quantities as listed below.

SCOPE OF WORK:

Specification Area description

40 70 00 Instrumentation for Process Systems

General Control Systems will provide monitoring of the process with the following field instrumentation:

- Qty- (10) Magnetic Flow Element/Transmitter (FE/FIT-0100, FE/FIT-0110, FE/FIT-120, FE/FIT-0121, FE/FIT-0124, FE/FIT-0125, FE/FIT-0314, FE/FIT-0315, FE/FIT-0316, FE/FIT-0534)
- Qty- (5) Radar Level Element/Transmitter (LIT-0110, LIT-0120, LIT-0314, LIT-0315, LIT-0210F)
- Qty – (2) Level Float Switches (LSL-0110, LSH-0110)
- Qty – (3) Pressure Indicators (Located on Drawing I210)

Total firm price **\$409,216.00**

Payment terms - net 30 Days from invoice date, 1.5% interest will be applied to payments in excess of our terms.

CLARIFICATIONS:

- C-1 Proposal is based on GCS Standard Terms & Conditions.
- C-2 Submittals as required will be sent for approval by the Engineer.
- C-3 All wiring diagrams will be done using AutoCAD Electrical and submitted in PDF format “dwg” files will remain in title to General Control Systems, Inc.
- C-4 Unless expressly noted above, all valving, tubing, fittings, or hardware required to connect instruments is provided by others.
- C-5 All device takeoffs are based on the current P&ID drawings at the time of bid.
- C-6 Shipping: FOB Lakeland, FL, pre-pay and add.

EXCLUSIONS:

- E-1 BNR System analyzers will not be provided by GCS.
- E-2 Overtime or Premium time labor outside of scope.
- E-3 Material and Equipment other than mentioned above.
- E-4 Sales or Use Taxes.
- E-5 Cutting and Patching of existing structures.
- E-6 Temporary Facilities.
- E-7 Concrete Mounting Pads.
- E-8 Field wiring or conduit installation.
- E-9 Installation of any kind on site.
- E-10 Instrument stands, instrument brackets, tubing, brackets, or any custom items necessary for field mounting.
- E-11 Mechanical mounting of instruments, instrument stands, instrument brackets, control panels.
- E-12 Manual valves.
- E-13 Instrument and control panel receiving, storage, unpacking, and delivery to installation area at the site, General Contractor is to provide a secure area for storage.

We hope you find our proposal satisfactory. If you should have any questions, please do not hesitate to call our office. This proposal is valid for a period of thirty (30) days after bid date.

Respectfully,
GENERAL CONTROL SYSTEMS, INC.

Laura Britton
Estimator

File: F130-SALES-01 - Q23-4328 City of Deland Wiley M. Nash Expansion
& Upgrades Proposal

Document Rev 1.4 – 7/27/2021 – F130-SALES-01



Please note that our bid is predicated on the understanding that our work is fully set forth above, that we shall be entitled to the rights, remedies and redress as well as subject to the obligations of the general contract documents with the Owner as they relate to our bid and/or our portion only of the work and any resulting subcontract, and that any resulting subcontract shall be subject to the terms of the current edition of AIA Document A401 "Agreement between Contractor and Subcontractor", or is contingent upon mutual agreement on written subcontract language prior to there being any binding obligation on the part of either party, and use of this bid or reliance upon it will result in acceptance of this bid should you be awarded the contract.

All information contained within this quotation is confidential. This information may not be copied and/or distributed, in part or whole, without obtaining written permission from General Control Systems, Inc.

June 26, 2023

PC Construction Company
193 Tilley Drive
South Burlington, VT 05403

Re: General Control Systems, Inc. - Surety Bonding Program

To Whom It May Concern:

We are pleased to confirm that Westfield Insurance Company (A.M. Best A (Excellent) XV), and its corporate antecedents, have acted as surety for General Control Systems, Inc. for 1 year. Individual project performance and payment bonding capacity exceeds \$4,000,000; aggregate capacity exceeds \$8,000,000.

Executions of bonds are subject to a review of the contract terms, conditions and financing by both General Control Systems, Inc. and their surety, Westfield Insurance Company. Further, satisfactory evaluation of normal underwriting requirements at the time the bond is requested will be considered.

Should you have questions concerning our highly valued client, feel free to contact me, thank you.

Sincerely,

Jaymie P. Columbus

Jaymie Columbus
Client Service Supervisor
Surety Department, Gallagher
Jaymie_Columbus@ajg.com

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 14 - SCADA Contractor

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Data Flow Systems						
		Eric Nord						
		321-288-4595						
Base Bid Before Alternates		\$ 254,545.00						
SCADA Integration	Y	\$ 65,658.00		\$ -		\$ -		\$ -
PLC Panel Supply	Y	\$ 126,600.00		\$ -		\$ -		\$ -
On-Site PLC Panel Modifications	Y	\$ 58,187.00		\$ -		\$ -		\$ -
Performance & Payment Bond	Y	\$ 4,000.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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Alternates		\$ -						
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		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		Y						
SRF AIS & BABA		N						
Additional Notes								
SUBTOTAL:		\$ 254,545.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 254,545.00		\$ -		\$ -		\$ -
		\$ 254,545.00	NO BID		NO BID		NO BID	

Recommend award to:

Data Flow Systems

Adam Bergdahl

From: erics@dataflowsys.com
Sent: Wednesday, August 2, 2023 5:23 PM
To: Adam Bergdahl; 'Randy Wyatt'
Cc: 'Bill Mills'; 'Maria Herbert'; 'Dave Walker - DFS'; 'Gary Hudson'
Subject: RE: Quote
Attachments: SKM_C300i23080216530.pdf

Adam,

Attached is the Bid Form package as received from DFS.

Let me know if you have any questions.

R
Eric

From: erics@dataflowsys.com <erics@dataflowsys.com>
Sent: Wednesday, August 2, 2023 4:12 PM
To: 'Adam Bergdahl' <abergdahl@whartonsmith.com>; 'Randy Wyatt' <randy@dataflowsys.com>
Cc: 'Bill Mills' <bmills@dataflowsys.com>; 'Maria Herbert' <mherbert@dataflowsys.com>; 'Dave Walker - DFS' <davew@dataflowsys.com>; Gary Hudson <gary@dataflowsys.com>
Subject: RE: Quote

Adam,

We have gone through the Bid Manual and documentation. To this end, we found issues with all areas of the document that require DFS to accept your Standard Purchase Order and Standard Sub-Contract. In the past, we have always negotiated the terms of these documents to avoid adding unnecessary costs to our proposal to cover some of the requirements written in these types of documents.

To this end, we will add the following to the end of the Bid Form:

“DFS excludes all requirements and references, as noted In the SCADA Bid Manual and Bid Form, as they regard or pertain to Wharton Smiths’ Standard Purchase Order and Standard Sub-Contract. Upon award of the Bid, DFS will, as always, negotiate in good faith the terms and requirements of these documents to the mutual agreement of both parties.”

R
Eric

From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Tuesday, August 1, 2023 2:18 PM
To: Randy Wyatt <randy@dataflowsys.com>
Cc: Eric Stord <erics@dataflowsys.com>; Bill Mills <bmills@dataflowsys.com>; Maria Herbert <mherbert@dataflowsys.com>
Subject: Re: Quote

Could you please call me on my cell listed below?

Adam Bergdahl | Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Tuesday, August 1, 2023 2:17:06 PM
To: Randy Wyatt <randy@dataflowsys.com>
Cc: Eric Stord <erics@dataflowsys.com>; Bill Mills <bmills@dataflowsys.com>; Maria Herbert <mherbert@dataflowsys.com>
Subject: Re: Quote

Hi Randy,
I am the CMAR for this project.

Adam Bergdahl | Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Randy Wyatt <randy@dataflowsys.com>
Sent: Tuesday, August 1, 2023 1:59:56 PM
To: Adam Bergdahl <abergdahl@whartonsmith.com>
Cc: Eric Stord <erics@dataflowsys.com>; Bill Mills <bmills@dataflowsys.com>; Maria Herbert <mherbert@dataflowsys.com>
Subject: Re: Quote

Hello Adam,
DFS is not bidding on this project. We are the specified SCADA provider for the project and are providing our quote to the contractors that are bidding it.
Regards,
Randy

On Tue, Aug 1, 2023 at 1:27 PM Maria Herbert <mherbert@dataflowsys.com> wrote:

Please see below request and advise.....

Thank you,

Maria Herbert

Sales Administrator | Data Flow Systems, Inc.

605 N. John Rodes Blvd. | Melbourne, FL 32934

☎ 321-259-5009 | ✉ salesadmin@dataflowsys.com

www.dataflowsys.com



----- Forwarded message -----

From: **Adam Bergdahl** <abergdahl@whartonsmith.com>

Date: Tue, Aug 1, 2023 at 1:11 PM

Subject: RE: Quote

To: Maria Herbert <mherbert@dataflowsys.com>

Maria,

Page 21 of the attached bid manual includes the bid form. We will need the proposal in this format.

Thank you,

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 | Cell: (407) 402-5472

From: Maria Herbert <mherbert@dataflowsys.com>

Sent: Tuesday, August 1, 2023 12:57 PM

To: Adam Bergdahl <abergdahl@whartonsmith.com>

Subject: Re: Quote

I'm not sure what you're asking for.

Thank you,

Maria Herbert

Sales Administrator | Data Flow Systems, Inc.

605 N. John Rodes Blvd. | Melbourne, FL 32934

☎ **321-259-5009** | ✉ salesadmin@dataflowsys.com

www.dataflowsys.com



On Tue, Aug 1, 2023 at 11:36 AM Adam Bergdahl <abergdahl@whartonsmith.com> wrote:

Maria,

I need this on the bid form provided with the bid manual please.

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Maria Herbert <mherbert@dataflowsys.com>
Sent: Tuesday, August 1, 2023 11:10:07 AM
To: Adam Bergdahl <abergdahl@whartonsmith.com>
Subject: Re: Quote

Thank you,

Maria Herbert

Sales Administrator | Data Flow Systems, Inc.

605 N. John Rodes Blvd. | Melbourne, FL 32934

☎ 321-259-5009 | ✉ salesadmin@dataflowsys.com

www.dataflowsys.com



On Tue, Aug 1, 2023 at 11:04 AM Adam Bergdahl <abergdahl@whartonsmith.com> wrote:

Hi Maria,

I don't see anything attached.

Adam Bergdahl | Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Maria Herbert <mherbert@dataflowsys.com>
Sent: Tuesday, August 1, 2023 11:02:18 AM
To: Adam Bergdahl <abergdahl@whartonsmith.com>
Subject: Quote

The requested Quote is attached.

Thank you,

Maria Herbert

Sales Administrator | Data Flow Systems, Inc.

605 N. John Rodes Blvd. | Melbourne, FL 32934

City of DeLand

DeLand Campus – Wiley M. Nash

Water Reclamation Facility Upgrades



SCADA

Bid Manual

Prepared by Wharton-Smith (Construction Manager at Risk (CMAR))

Issued: 6/23/2023



Wharton-Smith Contact:
Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
dkreidler@whartonsmith.com

Engineer: Mead & Hunt, Inc.

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SECTION 1 – INVITATION TO BID

Wharton-Smith, Inc. is the Construction Manager at Risk (CMAR) for the DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades project to be performed for the City of DeLand. You are invited to submit a competitive bid for the Bid Package defined herein.

Wharton-Smith, Inc. and the City of DeLand will receive electronic bids for the project up to the date and time indicated below.

Bid Deadlines

All questions must be submitted electronically to the email listed below and received by the times and dates listed below. All bid proposals must be submitted electronically to the address listed below and received by the times and dates listed below.

Bid Questions: **July 13, 2023**

Bids Due: **August 3, 2023 at 2:00pm EST**

Email: dkreidler@whartonsmith.com

Pre-Bid Meeting

A Non-Mandatory Pre-Bid meeting for all invited bidders will be held at the DeLand Campus – Wiley M. Nash Water Reclamation Facility:

Date & Time: **July 6, 2023 at 9:00am EST**

Meeting Location: **DeLand Campus – Wiley M. Nash Water Reclamation Facility**

1101 S. Amelia Avenue

DeLand, FL 32724

Bid Contact

Contact for all bid related questions:

Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com
407-321-8410

SECTION 2 – LIST OF BID DOCUMENTS

1. Bid Manual & Bid Form
2. Project Drawings – 90% Submittal – Dated May 2023
3. Project Specifications – 90% Submittal – Dated May 2023
4. Wharton-Smith Standard Purchase Order
5. Wharton-Smith Standard Subcontract
6. Davis-Bacon Wage Rates (Building)
7. Davis-Bacon Wage Rates (Heavy)
8. Supplemental Conditions Construction Procurement (State Revolving Fund Program)
9. Supplemental Conditions Materials/Equipment Procurement (State Revolving Fund Program)
10. BABA Certification Guidelines
11. Team Player - Instructions for Subcontractor Pay Applications
12. Report of Geotechnical Study Prepared by Bechtol Engineering & Testing – Dated December 14, 2022
13. Site Utilization Plan

SECTION 3 – INSTRUCTION TO BIDDERS

3.1 BID PROPOSALS

3.1.1 All Bid Proposals shall be submitted on an individual basis. Bidders may submit on multiple Bid Packages but must submit a complete Bid Proposal for each Bid Package, including the Bid Form provided herein.

3.1.2 SUBCONTRACTOR BID PACKAGES

For a Subcontractor's Bid Proposal to be considered responsive, the following documentation must be included. CMAR and Owner reserve the right to accept or reject any proposal that does not include the required bid proposal documentation.

- A. Bid Form – Complete the Bid Form provided for the Bid Package as contained herein.
- B. Qualifications Letter:
 - a. Provide a description of the proposed project team, organizational structure, and management plans. This description should provide the names, titles, and clearly identify the proposed role in the project team for each person.
 - b. Summary of three (3) to five (5) similar projects completed within the last ten (10) years. Detail the following information for each project: Project Name and Location, Owner's Name and Address, Owner's Current Contact Information, Description of Services Provided, Actual Construction Cost, Completion Date, Brief Project Description.
 - c. A resume or brief description of qualifications for each member of the project team. Detail the following information for each: Professional Qualifications, Total Experience in the Industry, Summary of Experience on Similar Projects, Experience with Local Governments and Other Public Entities.
- C. Sanctions & Litigation – List any regulatory or license agency sanctions. Provide a summary of any litigation, claims, or contract disputes filed by, or against, the Bidder in the past ten (10) years which are related to the services that Bidder provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- D. List of Subcontractors – Provide a complete list of all Subcontractors the Bidder intends to utilize for this Project.
- E. MBE/WBE/DBE Participation – Provide a detailed listing of all MBE, WBE, and DBE certified companies that will be subcontracted or supplying materials and the total direct cost included in the bid for each company. Copies of all certifications must be included as part of the bid proposal.
- F. Licenses – Include copies of all licenses needed by the Bidder to perform the Work on the Bid Package.
- G. Certificate of Insurance – Bidder shall provide a copy of its Certificate of Insurance demonstrating conformance to all the requirements of the Bid Documents. If the Bidder plans to purchase additional insurance to meet the requirements of the Bid Documents after award of the Project, include a clarification letter stating such.

- H. Proof of Bonding Capability – Provide proof of bonding capability for a Payment and Performance Bond. Wharton-Smith, Inc. may, in its sole discretion, require a payment and performance bond. The costs for the bond shall be included in the Bid Proposal.

3.1.3 PURCHASE ORDER (SUPPLIER) BID PACKAGES

For a Supplier's Bid Proposal to be considered responsive, the following documentation must be included:

- A. Bid Form – Complete the Bid Form provided for the Bid Package as contained herein.
- B. Bill of Materials – Include a Bill of Materials with the Bid Proposal. Bidder acknowledges that the Bill of Materials is for reference only and shall not be the basis of supply. All materials required to be supplied by the Bid Documents are included as part of the Bid Proposals, regardless of the Bill of Materials.

3.1.4 Bidders may elect to include the following:

- A. Value Engineering Letter – Value Engineering proposals shall be detailed regarding pricing and the change(s) being suggested. Alternate materials, substitute manufacturers, innovative ideas, and pricing shall be clearly defined for evaluation.
- B. Clarifications – If the Bidder elects to do so, the Bidder may choose to include a clarification letter with the Bid Proposal with the understanding that any clarifications may result in rejection of the Bid Proposal.

3.2 BID SUBMISSION

- 3.2.1 All Bids must be submitted on the Bid Forms provided in this Bid Manual. Bidders must provide individual Bids for each Bid Package in hard copy format by the date and time indicated in Section 1.

3.2.2 Electronic Submission

Electronic submissions must be emailed, in one (1) PDF document. The email must be received prior to the Bid Due Date and Time. Wharton-Smith, Inc. does not take responsibility for email receipt, or successful file transfer. Wharton-Smith, Inc. recommends emailing the document in enough time to confirm receipt prior to the Bid Due Date and Time.

3.2.3 Bid Form

- A. Bid Form must be completed in ink or typewriter/computer.
- B. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or another appropriate corporate officer).
- C. Bids by partnerships must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.
- D. All names and titles must be typed or printed below the signature.
- E. The Bids shall contain an acknowledgement of receipt of all Addenda (the number of which shall be filled in on the Bid Form).
- F. All blank spaces on the Bid Form must be filled in legibly and correctly.
- G. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

- 3.2.4 Use of the Bid Form confirms Bidder has acknowledged all applicable Contract Documents, understands requirements, submitted all required documentation, and has submitted complete and accurate pricing for evaluation and selection by Wharton-Smith, Inc.

3.3 BID ALTERNATES

- 3.3.1 Each Bid Package may contain bid alternates in the Bid Form. All alternates must be priced for each Bid Package. Failure to include pricing for any alternates may result in rejection of the Bid.

3.4 REQUESTS FOR INFORMATION & CLARIFICATION

- 3.4.1 All requests for information and clarifications shall be submitted by email to the contact provided in Section 1.
- 3.4.2 All such correspondence must reference the project title in the subject line. Bidders shall promptly notify Wharton-Smith, Inc. of any ambiguity, inconsistency, or error discovered upon examination of the Contract Documents. No verbal interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof.

3.5 ADDENDA

- 3.5.1 All Addenda issued during the bid process shall become part of the Contract Documents. Bidders shall acknowledge all addenda issued on the Bid Form.

3.6 BID OPENING

- 3.6.1 Bids shall be collected at the time and date stated above.
- 3.6.2 Wharton-Smith, Inc. assumes no responsibility for Bids received after the advertised bid opening time or at any office or location other than that specified, whether due to mail delays, email delays, courier mistake, mishandling, or any other reason.
- 3.6.3 More than one Bid received for the same Bid Package from an individual, firm or partnership, a Corporation or Association or any other legal entity under the same or different names shall not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work package will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion may not be considered.
- 3.6.4 Notwithstanding any other provision contained in the Contract Documents, Wharton-Smith, Inc. reserves the right to reject any and all Bids and waive any and all irregularities, and the right to disregard any or all non-confirming, unbalanced or conditional Bids or counter proposals.
- 3.6.5 Wharton-Smith, Inc. and the Owner may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed. If Wharton-Smith, Inc. elects not to reject a Bid which fails to acknowledge receipt of any Addenda, the Bid shall be construed as though the Addenda had been received and acknowledged by the Bidder.

3.7 SCHEDULE

- 3.7.1 Critical Path Delays – Actual costs borne by the CMAR, the Owner, and affected trades will be assessed for delays to the critical path to the subcontractor/supplier at fault.

SECTION 4 – BID REQUIREMENTS AND CONDITIONS

4.1 GENERAL

- 4.1.1 The Bid Documents shall remain accessible to the Bidders as outlined in the Invitation to Bid for the duration of the bid process. Any and all Addenda will be made accessible for the Bidders through the same methods as the original Bid Documents. The Bidder shall be responsible to verify that all Bid Documents and Addenda are received and acknowledged.
- 4.1.2 The Bidder shall review and understand the complete scope of work and carefully examine the site conditions.
- 4.1.3 There will be no discrimination as to race, sex, color, creed, disabilities, or national origin in the operations conducted under this Agreement.

4.2 DEFINITIONS

- 4.2.1 Construction Manager at Risk (CMAR) – Wharton-Smith, Inc.
- 4.2.2 Owner – City of DeLand
- 4.2.3 Architect/Engineer – Mead & Hunt, Inc.
- 4.2.4 Project – DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
- 4.2.5 Bidder/Supplier/Subcontractor – The entity which submits a bid proposal

4.3 CONTRACT DOCUMENTS

- 4.3.1 The Contract Documents shall consist of the documents provided as part of the Bid Documents and all addenda, refer to Section 2 – List of Bid Documents.
- 4.3.2 All questions about the meaning or intent of the Contract Documents shall be submitted to the attention of Wharton-Smith, Inc. Replies will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received after the Requests for Information Due Date will not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

4.4 SUBSTITUTIONS OR EQUALS

- 4.4.1 Bidders must submit and receive approval for all substitutions and “or equal” equipment, prior to the submission of the Bid Proposal. No Bid Proposals with unapproved equipment shall be accepted. Requests for approval of equipment shall be submitted to Wharton-Smith, Inc. in writing with the necessary documentation required to prove the equipment is equivalent to the specified equipment.

4.5 LIQUIDATED DAMAGES & SUBSTANTIAL COMPLETION

- 4.5.1 Liquidated Damages will be expressly defined at the time of the execution of the Owner’s Prime Agreement. For the basis of this bid, Bidder shall assume Liquidated Damages exist on the Project and Supplier/Subcontractor will be assessed any Liquidated Damages that have been assessed against Wharton-Smith, Inc. that are a result of action or inaction by the Supplier/Subcontractor.

4.6 MODIFICATIONS AND WITHDRAWALS

- 4.6.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of the Bids. Withdrawal of a Bid will prejudice the rights of the Bidder to file a new Bid after Bid Opening.
- 4.6.2 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Wharton-Smith, Inc. and within 48 hours thereafter demonstrates to any reasonable satisfaction that a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the contract would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid. Bidder shall not be allowed to correct a Bid with a material and substantial mistake.

4.7 BIDS TO REMAIN OPEN

- 4.7.1 All Bids shall remain open for 180 days after the day of the Bid Opening. Wharton-Smith, Inc. may, in its sole discretion, release any Bid.
- 4.7.2 Extensions of time when Bids shall remain opened beyond the 180-day period may be made only by mutual agreement between Wharton-Smith, Inc., the Owner, and the low Bidder.

4.8 REJECTION OF BIDS

- 4.8.1 Submitted Bid Proposals may be rejected for any of the following reasons:
- A. The Bid Form contained within the Bid Package is not complete or altered.
 - B. The Bid is submitted with exceptions, clarifications, or other irregularities that make the Bid incomplete or ambiguous in any manner.
 - C. The Bidder included provisions reserving the right to reject any award or entering into a Subcontract or Purchase Order Agreement.
 - D. The values of any unit pricing or lump sum are evidently unbalanced, either in excess or below reasonable cost analysis values.
- 4.8.2 Wharton-Smith, Inc., and the Owner reserve the right to reject any or all Bids for any reason whatsoever that is in the best interest of the Owner.
- 4.8.3 Wharton-Smith, Inc. reserves the right to waive and/or reject minor irregularities, when, in the sole opinion of Wharton-Smith, Inc., such waiver or acceptance is deemed to be in the best interest of the Owner.
- 4.8.4 Wharton-Smith, Inc. reserves the right to reject the Bid of any Bidder which is behind on the approved completion schedule for any existing contracts within Wharton-Smith, Inc. and/or the Owner, or in litigation with Wharton-Smith, Inc. and/or the Owner, or has previously defaulted on a contract with Wharton-Smith, Inc. and/or the Owner.

4.9 PAYMENT AND PERFORMANCE BONDS

- 4.9.1 Wharton-Smith, Inc. may, in its sole discretion, require a Payment and Performance bond for the Scope of Work for all Subcontract Bid Packages. The costs for the bond shall be included in the Bid Proposal as indicated on the Bid Form contained herein.

4.10 LAWS AND REGULATIONS

- 4.10.1 Bidder shall be responsible to research and understand all laws, regulations, licenses, permits, etc., and all efforts required to meet such requirements shall be included as part of the Scope of Work.

4.11 INSURANCE

- 4.11.1 Bidder acknowledges all insurance requirements outlined by Wharton-Smith, Inc., and the Owner. The Bidder's proposal shall include the cost to meet or exceed all insurance requirements. No Bidder will be allowed to begin work onsite until the required insurance documentation naming Wharton-Smith, Inc. and the Owner as additionally insured parties is provided.

4.12 LEASED EMPLOYEES

- 4.12.1 Wharton-Smith, Inc. may, at its sole discretion, prohibit the use of Leased Employees to execute the Work. If permitted, Bidder shall be subject to comply to Wharton-Smith's leased employee policy. Bidder's use of leased employees shall be identified on the Bid Form contained herein.

4.13 SHIPPING TERMS

- 4.13.1 Unless otherwise specified, all prices are to be FOB Jobsite.

4.14 TAXES

- 4.14.1 Unless otherwise specified, the Bid should include all applicable international, federal, state, and local transportation, privilege, occupation, and other taxes applicable to the equipment and technical assistance, and all international, federal, state and local taxes, contributions and premiums imposed upon or measured by the Bidder or the Bidder's payroll. Wharton-Smith shall not be responsible for any state or local sales, use or excise taxes.

4.15 SRF FUNDING

- 4.15.1 Bidder shall be advised that the Owner is receiving SRF funding from the Florida Department of Environmental Protection and is subject to the requirements of this such Funding. These requirements are detailed in the Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions and are included as part of the Contract Documents. These requirements include, but are not limited to, Davis-Bacon wage rates, the American Iron and Steel (AIS) requirements, and Build America Buy America (BABA) Act.
- 4.15.2 Bidder shall be responsible to ensure the Bid Proposal is based on the most recent Davis-Bacon wage rates and is in compliance with AIS and BABA Act as applicable to materials supplied for the project.

SECTION 5 – BID PROPOSAL EVALUATION

5.1 GENERAL

5.1.1 Bid Proposals will be evaluated based upon review of the following:

- A. Cost – The evaluation of this criterion will be based on the Bidder's total base bid, bid alternates, unit prices.
- B. Value Engineering – This criterion measures the ability of the Bidder to identify potential areas of cost savings or improvements of the final project.
- C. Firm Sanctions and Adverse Litigation – The Bidder's History of sanctions and litigation shall be reviewed and evaluated.
- D. Bidder's ability to meet all other criteria outlined herein.

5.1.2 Reference the Instructions to Bidders section of this Bid Manual and the Bid Form for more information regarding detailed requirements of the Bid Proposals.

5.1.3 In evaluating Bids, Wharton-Smith, Inc. shall consider the submission of the Bidders, and whether or not the Bids comply with the prescribed requirements as outlined in these Instructions, the Bid Form, this Bid Manual, and all associated Owner and Bid Related documents provided with this Bid Package.

5.1.4 Wharton-Smith, Inc. may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to provide the materials in accordance with the Contract Documents to Wharton-Smith, Inc.'s satisfaction within the prescribed time.

5.1.5 Bidder shall, upon request of Wharton-Smith, Inc., submit documentation evidencing its capability to execute the work properly within the time specified. This information must be received by Wharton-Smith, Inc. within ten (10) calendar days of Bidder receiving written request.

5.2 RECOMMENDATION AND APPROVAL OF RANKING

5.2.1 The Construction Manager at Risk will review all Bid Proposals that are received in conformance of the requirements herein and provide a recommendation to the Owner. The Owner, at its sole discretion, may accept the CMAR recommendation or re-evaluate the Bid Proposals. The Owner will establish and approve the final recommended of award for the Bid Package. The Owner will be the sole judge of its own interests, the proposals, and the resulting agreements. The Owner's decision will be final.

5.3 AWARD OF CONTRACT

5.3.1 Award shall be based on products, equipment and materials named in the Contract Documents. Consideration of any decisions regarding substitution shall not be made until after Award of Contracts.

5.3.2 If the Contract is to be awarded, Wharton-Smith, Inc. will give the Bidder a Notice of Award within ten (10) calendar days after the Owner's agreement of the Bidder to receive Award.

- 5.3.3 The Awarded Bidder will be required to enter into a Purchase Order Agreement or Subcontract Agreement with Wharton-Smith, Inc. This agreement will contain the same terms and conditions as shown in the sample agreement provided in this Bid Manual. The Purchase Order or Subcontract will also contain the defined work scope as shown in this Bid Manual. Modifications to this Agreement will not be allowed.

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as **SCADA** Subcontractor, detailed herein, for the DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades. All work shall be complete and in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence.

The Scope of Work shall specifically include, but is not limited to, the following specifications:

DIVISION 0 – CONTRACTING

DIVISION 1 – GENERAL REQUIREMENTS

DIVISION 26 – ELECTRICAL

DIVISION 40 – PROCESS INTERCONNECTIONS

40 61 13	Process Control System General Provisions
40 70 00	Instrumentation for Process Systems

The Subcontractor shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:
DeLand Campus – Wiley M. Nash Water Reclamation Facility
Attention: Wharton-Smith, Inc.
1101 S. Amelia Avenue
DeLand, FL 32724

Note: Where the word “Subcontractor” is used, the reference is to **the Bidder** unless specifically stated otherwise. Where the words “Contractor or CMAR” are used, the reference is to Wharton-Smith, Inc. unless specifically stated otherwise.

6.1 WORK OVERVIEW

- 6.1.1 Provide PLC cabinets, PLC programming, SCADA programming, and network configuration for equipment control or connection to control, status indication, automated monitoring and alarm annunciation of equipment as shown in the Contract Documents.
- 6.1.2 Supply all new PLC Panels:
 - A. CCP45 RTU240
 - B. CCP45B RTU241

6.1.3 Supply all hardware and perform all on-site modifications to existing PLC panels as required by the contract documents:

- A. PLC panels to be modified on site include, but are not limited to, the following:
 - i) PLC in the existing admin building
 - ii) Existing Reuse RTU233
 - iii) Existing CCP34 RTU227
 - iv) Existing MCP RTU221
- B. Any and all hardware and installation/wiring is included whether shown by the Contract Documents or not. These miscellaneous items could include:
 - i) Network switches
 - ii) Conversion switches 65,658.00
 - iii) I/O cards
 - iv) Terminal blocks/strips
 - v) Relays
 - vi) All surge protection
 - vii) Control modules

6.1.4 General Items

- A. Provide PLC programming, SCADA programming, and network configuration for equipment control or connection to control, status indication, automated monitoring and alarm annunciation of equipment as shown in the Contract Documents.
- B. Heavily coordinate with other work to ensure all systems are complete and operational.
- C. Provide support for start-up, field calibration, I/O checkout, and testing of all PLC systems.
 - i. Includes on-site support during startup and integration of OEM supplied panels.
- D. The Subcontractor will be responsible to assist in all I/O and loop checks for all instrumentation, controls, equipment, and integration into the facility control system. Upon completion of the testing, the Subcontractor shall notify all appropriate parties that the panels and/or devices have passed the I/O check and are ready for service.
- E. The Subcontractor shall include all field service and supervision necessary including traveling and living expenses as required to complete the Scope of Work.
- F. The Subcontractor will be required to attend as many progress meetings as necessary to coordinate this work. Subcontractor shall attend all progress meetings while mobilized and at the site. Any additional meetings required will be attended by phone.
- G. Perform all the factory acceptance, demonstration, operational readiness, and site acceptance tests as required by the Contract specifications.

- H. Subcontractor is responsible to provide a fully integrated operational system. All efforts to start-up, test, commission, troubleshoot, integrate, and punch-out is included for all OEM supplied systems. Coordination of all OEM systems is the responsibility of the Subcontractor.
- I. Perform all the factory acceptance, demonstration, operational readiness, and site acceptance tests as required by the Contract specifications.
- J. All provisions (electrical, programming, instrumentation, UPS backup, etc.) to safely perform on-site modifications to the existing PLC panels is included. This includes all temporary provisions to maintain a functioning plant and associated systems/processes.
- K. In addition to the record documents and as-builts required by the Contract Documents, the Subcontractor is to provide an 11x17 set of laminated as-builts for every control panel provided by this scope. This set will be left in the control panel upon job closeout.

6.2 BID ALTERNATIVES

- 6.2.1 Provide breakout pricing for any and all bid alternatives as required on the package Bid Form.

6.3 GENERAL REQUIREMENTS

- 6.3.1 The Subcontractor shall thoroughly review the City of DeLand Standards. When the Standards differ from the Specifications the more stringent will govern. When the Standards lists approved manufacturers, the Subcontractor shall provide materials and/or equipment from manufacturers listed in the Standards. If the Standards and Specifications both provide a list of manufacturers, supply the material and/or equipment from a manufacturer listed in both documents.
- 6.3.2 The Subcontractor shall provide a dedicated project manager for the project. This project manager shall remain actively involved in the project for the entire duration of the project. The project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.3.3 Provide all management necessary to adequately support field activities and maintain Project Schedule.
- 6.3.4 Provide fulltime onsite supervision as required to maintain compliance with any applicable Specifications, Drawings, and/or Codes with respect to installation, safety, and Project Schedule. If Subcontractor fails to do so, the Contractor will provide supervision and all costs will be back charged to Subcontractor. The Subcontractor superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or Contractor.
- 6.3.5 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.3.6 This is a lump sum agreement, including freight and all applicable taxes. A schedule of values for submittals, materials, checkout, startup and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Contractor's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.3.7 No escalation is permitted. Pricing shall remain firm through project duration.

- 6.3.8 All material supplied shall be coordinated with the applicable Specifications and Drawings. The Subcontractor is responsible for reviewing and assuring that the product is correct for the application and installation.
- 6.3.9 All components shall comply with all stated AWWA, AISI, ACI, SAE, CDA, ASTM, NEC, and UL standards listed in the Contract Documents.
- 6.3.10 OSHA and the Contractor safety standards shall be followed at all times.
- 6.3.11 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.3.12 All equipment will be labeled and tagged in accordance with the Contract Documents.
- 6.3.13 Subcontractor shall coordinate with Civil, Architectural, Structural, Process, Electrical, and I&C drawings to confirm exact quantity and placement of materials.
- 6.3.14 Subcontractor shall coordinate all deliveries with the Contractor with a minimum of 48 hours of notice. Subcontractor shall only schedule deliveries within normal work hours, unless otherwise agreed upon in writing.
- 6.3.15 The scope and price of this subcontract agreement is based on the Contract Documents and clarifications made herein. Any exclusions and clarifications made at or before bid time are addressed herein or are no longer applicable to this subcontract agreement. Freight to jobsite and environmental fees are included in pricing.

6.4 PROJECT SCHEDULE

- 6.4.1 The Subcontractor shall provide a detailed schedule for the Scope of Work being performed. The Subcontractor shall coordinate with the Contractor to ensure the detailed schedule conforms to the overall Project Schedule. The Subcontractor shall update this Scope of Work Schedule each month and provide a written update to the Contractor.
- 6.4.2 Lead times for equipment will be determined by the lead time provided on the bid form and from written release by Contractor.
- 6.4.3 The Subcontractor shall account for not working on holidays and still plan for the Scope of Work to be completed per the overall Project Schedule. Holidays shall include those observed by the Owner, the Contractor, and the Subcontractor. The Contractor observes the following holidays:
 - A. New Year's Day
 - B. Memorial Day
 - C. Independence Day
 - D. Labor Day
 - E. Thanksgiving Day
 - F. Day after Thanksgiving
 - G. Christmas Day

6.5 SUBMITTAL REQUIREMENTS

- 6.5.1 The Subcontractor shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Subcontractor shall provide a list of anticipated submittals for the Scope of Work. The Subcontractor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.5.2 All submittals shall be provided per the requirements of specification section 01 33 23, and are to be delivered to CMAR in accordance with the lead time provided on the bid form.
- 6.5.3 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.5.4 All submittals shall have an annotated specification.
- 6.5.5 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Subcontractor's contact information
 - E. Manufacturer's contact information
- 6.5.6 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
 - A. Complete model number
 - B. The tag number of each per the Contract Documents (if applicable)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.5.7 It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate for the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.5.8 Revised submittals shall include a comment response document, this document shall respond to every comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser. Resubmittals are due to the Contractor within fourteen (14) calendar days from the returned submittal.
- 6.5.9 Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.5.10 The Subcontractor may be responsible for any costs incurred by the Contractor due to excessive submittal revisions.
- 6.5.11 The Subcontractor shall review all submittals for materials furnished by others and installed under this Scope of Work.

- 6.5.12 AIS Submittal Requirements - All material provided as part of this bid shall be in compliance with all American Iron and Steel (AIS) requirements. Job specific certification of compliance is required for all applicable items furnished. It is the Subcontractor's/Supplier's responsibility to submit certification letters that reference the SRF number and all pertinent project information with the material submittals.

6.6 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS

- 6.6.1 One (1) electronic preliminary, four (4) final hard copies, and one (1) final electronic copy on a USB Flash Drive properly labeled.
- 6.6.2 O&M manuals (preliminary) are due no later than thirty (30) days after approved submittals.
- 6.6.3 All manuals shall be provided as specified within the Contract Documents. If additional information is required for formatting of the manuals, the Subcontractor's is responsible to submit a request in writing to verify the formatting of the manual in order to prevent excessive submittal revisions.
- 6.6.4 Any changes made to equipment due to punch list, operational conditions, problems, adjustments, or warranty issues will require updated As-Built drawings which will need to be incorporated into final O&M Manuals by Subcontractor.
- 6.6.5 The Subcontractor may be responsible for any costs incurred by the Contractor due to excessive manuals revisions.

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6.7 START-UP, MANUFACTURER SERVICES, AND TRAINING

- 6.7.1 Subcontractor shall be responsible to ensure all manufacturer's services are performed as required by the Contract Documents. Services may include, but are not limited to offsite testing, site inspections, installation instruction and supervision, inspection of final installation, start-up and check-out, field testing, and training. The Subcontractor shall be responsible for all costs resulting from cancelling, rescheduling, repeating manufacturer services.
- 6.7.2 If the Contract Documents detail the minimum number of days or trips required by the manufacturer, the Subcontractor shall be responsible to determine quantity detailed is adequate and include any costs for additional trips or days as the Subcontractor deems necessary for completion of the Scope of Work.
- 6.7.3 The Subcontractor shall review the requirements of specification section 01 75 16 and provide all services and efforts required to complete the check-out, start-up, testing, and initial operational of the equipment and process systems. This also includes planning, coordination, onsite support, and troubleshooting.
- 6.7.4 A qualified foreman level or higher employee with extensive instrumentation and electrical gear knowledge, along with all required helpers, shall be present during all startup and testing activities.
- 6.7.5 Provide general electrical and I&C systems troubleshooting and expertise as needed during all equipment and facility startup activities. This includes assistance in troubleshooting an electrical or controls issue regardless of suspected responsibility. The intent of this requirement is to provide quick resolution and single point of contact to determine the cause and solution to electrical and controls related issues.
- 6.7.6 At least two months prior to training the Subcontractor will provide a submittal for the required training. At a minimum the submittal shall include the following:
- A. A cover page as defined in the submittal section of this Attachment.

- B. A detailed syllabus of the training course(s), including approximate training times for each section as listed under the syllabus.
- C. All course material to be provided during the training.

6.8 AS-BUILT DOCUMENTATION

- 6.8.1 The Subcontractor shall maintain accurate and current as-built documents. These documents shall meet the requirements of specification section 01 78 39. All survey information shall be certified by a licensed surveyor.
- 6.8.2 The as-built documents shall be made available for review at any time.
- 6.8.3 Prior to approval of the Subcontractor's monthly pay application, the Contractor may elect to review the Subcontractor's as-built documents. If these documents are found to be inaccurate or not current, up to the date of the pay application, the Contractor may reject the pay application until the Subcontractor provides accurate and current as-built documents. Subcontractor will not be entitled for any additional costs, fees, or other compensation due to rejected pay applications and delayed payments as a result of Subcontractor's failure to provide accurate and current as-built documents.
- 6.8.4 After completion of the Scope of Work, the Subcontractor shall provide complete and final as-built documents within two (2) weeks. As-built documents shall be provided as detailed in the Contract Documents.

6.9 SPARE PARTS

- 6.9.1 Subcontractor shall supply all spare parts as required in the Contracts Documents. All spare parts will be packaged and properly labeled as described in the Contract Documents.
- 6.9.2 All spare parts to be provided shall be clearly detailed within the submittal documents, including but not limited to; quantity, description, part number, and manufacturer.
- 6.9.3 Subcontractor shall maintain ownership of all spare parts until the Owner is ready to accept turnover of the spare parts. Spare parts are not to be provided until formally released by the CMAR. CMAR will not accept delivery of spare parts that are not explicitly released.

6.10 REPORTING

- 6.10.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.
- 6.10.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.
- 6.10.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.11 INSURANCE

- 6.11.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements in this purchase order and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.

- 6.11.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.

6.12 TEAM PLAYER

- 6.12.1 Contractor will be utilizing a software called Team Player in order to process monthly pay applications. The fee for this service is \$10.00 per Pay Application, regardless on the number of revisions in a given month. Please review the Team Player Welcome Letter that has been included in the Bidding Documents which contains embedded links for training documentation and videos. This will be a requirement for all Subcontractors on this and future contractor Projects.

6.13 WARRANTY

- 6.13.1 Subcontractor shall warranty Scope of Work as required by the Contract Documents. At a minimum, all work shall be warranted for a period of one (1) year from date of final acceptance by the owner or the manufacturer's standard warranty period, whichever is greater.
- 6.13.2 Warranty shall cover all necessary labor, equipment, and replacement parts necessary resulting from faulty design, assembly, workmanship, or any other failure of equipment and components furnished by the manufacturer.
- 6.13.3 All warranties shall commence on the date of Owner acceptance without exception. Subcontractor shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: SCADA Subcontractor

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Data Flow Systems, Inc.

Contact Name: Eric Stord Title: Exec. Sales Analyst

Address: 605 N John Rodes Blvd.

Melbourne, FL 32934

Phone Number: (321) 259-5009 Fax: N/A - email: erics@dataflowsys.com

Bid Proposal Documentation Checklist (check all that apply):

- ☒ Bid Form
- ☐ Sanctions and Litigation
- ☐ Licenses (As Applicable)
- ☐ Proof of Bonding Capability
- ☐ Meets SRF Program Requirements

- ☐ Value Engineering Proposal
- ☐ List of Subcontractors
- ☐ Certificate of Insurance
- ☒ Clarifications (if Applicable)
- ☐ MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/25/23

No. 3 Dated 07/28/23

No. 2 Dated 7/26/23

No. 4 Dated 07/28/23

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	SCADA Integration	1	LS	\$ <u>65,658.00</u>	\$ <u>65,658.00</u>
2.	PLC Panel Supply	1	LS	\$ <u>126,600.00</u>	\$ <u>126,600.00</u>
3.	On-Site PLC Panel Modifications	1	LS	\$ <u>58,187.00</u>	\$ <u>58,187.00</u>
4.	Performance & Payment Bond	1	LS	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
5.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>254,545.00</u>

(TOTALBASEBID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time – PLC Panels Submittal Package	<u>90days</u>
2.	Lead Time – PLC Panels	<u>180days AAS</u>
3.	Lead Time – PLC Panel Modifications Components	<u>180days AAS</u>

(AAS) - After approved Submittals

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

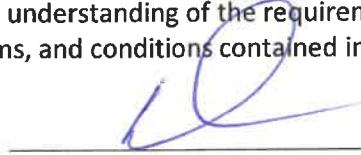
NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

YES

☒ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, ~~in its entirety~~, as noted below.



Signature

DAVID WALKER PRESIDENT

Print Name / Title

8/2/23

Date

NOTE - DFS excludes all requirements and references, as noted In the SCADA Bid Manual and Bid Form, as they regard or pertain to Wharton Smiths' Standard Purchase Order and Standard Sub-Contract. Upon award of the Bid, DFS will, as always, negotiate in good faith the terms and requirements of these documents to the mutual agreement of both parties.



Data Flow Systems

**QUOTE NO. 230801-02-TW-RW
WILEY NASH WRF EXPANSION & UPGRADES
CITY OF DELAND
AUGUST 1, 2023**

SUMMARY OF SCOPE

DFS will provide or modify six RTUs as described below to control and/or monitor processes and associated equipment, as identified in this proposal. Materials, automation and field services included in this proposal are listed per RTU below.

RTU227 will be modified with additional I/O cards and automation updates to support the new RAS/WAS additions.

RTU240 & RTU244 will be two new RTUs housed within a single enclosure with automation to support the new East Influent pumping station and monitoring of the new BNR systems. The new Ovivo Panel will integrate with SCADA over Modbus TCP through this RTU.

RTU241 will be a new RTU with monitoring and manual control of new Blowers and Alum Feed systems.

RTU247 will be a new auxiliary RTU mounted next to RTU227 with additional points for manual control of the new Scum Pumps.

RTU233 will be modified with automation updates to support the addition of two new transfer pumps. The new UV system will integrate with SCADA over Modbus TCP through this RTU.

DFS will provide configuration support regarding the ports and IP addresses of the plants HyperSCADA Server which must be made available for tablet use via the plant's WiFi network. The tablets and WiFi will be provided and secured by others.

SITE DETAILS

CCP34- RTU227 (\$28,400.00)

Enclosure: None

Finish:

Mounting location:

System ID:

Communications: Net (protocol:, freq: N/A)

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
2	Digital Monitor Module
2	Analog Control Module
8	Relay, 6mm, 110 VAC

5	Analog Isolator, 1 Channel
8	Signal Surge Protector, 1 Channel
8	Terminal block, Field, Analog, Multi-level
24	Terminal block, Field, Digital, Multi-level
2	Terminal block, Field, Endplate, Multi-level
1	Network switch N-TRON, 1 ST Fiber, 1 RJ45, Managed multimode
1	Surge Protector, Ethernet, RJ45, DIN Mount

Provided Field Instrumentation:

Qty	Item
None	

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	29	5	10	5
Spare	0	0	0	3

Hardwired IO List:

Digital Inputs			
CLARIFIER 4 MOTOR FAULT	CLARIFIER 4 STATUS	CLARIFIER 5 MOTOR FAULT	CLARIFIER 5 STATUS
RAS PUMP 1 AUX CONTACT	RAS PUMP 1 FAULT	RAS PUMP 1 IN AUTO	RAS PUMP 1 POS SW IND
RAS PUMP 1 STATUS	RAS PUMP 2 AUX CONTACT	RAS PUMP 2 AUX CONTACT	RAS PUMP 2 FAULT
RAS PUMP 2 IN AUTO	RAS PUMP 2 POS SW IND	RAS PUMP 2 STATUS	RAS PUMP 3 AUX CONTACT
RAS PUMP 3 FAULT	RAS PUMP 3 IN AUTO	RAS PUMP 3 POS SW IND	RAS PUMP 3 STATUS
WAS PUMP 1 AUX CONTACT	WAS PUMP 1 FAULT	WAS PUMP 1 IN AUTO	WAS PUMP 1 POS SW IND
WAS PUMP 1 STATUS	WAS PUMP 2 FAULT	WAS PUMP 2 IN AUTO	WAS PUMP 2 POS SW IND
WAS PUMP 2 STATUS			

Digital Outputs			
RAS PUMP 1 CMD	RAS PUMP 2 CMD	RAS PUMP 3 CMD	WAS PUMP 1 CMD
WAS PUMP 2 CMD			

Analog Inputs			
CLARIFIER 4 LVL	CLARIFIER 5 LVL	RAS 1 SPD FB	RAS 2 SPD FB
RAS 3 SPD FB	RAS BNR 4 FLOW	RAS BNR 5 FLOW	WAS 1 SPD FB
WAS 2 SPD FB	WAS DISC FLOW		

Analog Outputs			
RAS 1 SPD CMD	RAS 2 SPD CMD	RAS 3 SPD CMD	WAS 1 SPD CMD
WAS 2 SPD CMD			

Process: RAS Flow

Instruments: BNR 4 Flow (RTU244), BNR 5 Flow (RTU244), RAS 4 Flow, RAS 5 Flow

Devices: RAS Pump 3, RAS Pump 4, RAS Pump 5

Automation:

The RAS speed will be modulated to maintain a RAS Flow that is proportional to the influent BNR flow.

RAS Pump 1

RAS Pump 1 will be assigned to BNR 4. It will start automatically when placed in Auto. A user-adjustable ratio setpoint will generate a setpoint for PID operation to maintain the RAS BNR 4 flow.

RAS Pump 2

RAS Pump 2 can be assigned to either BNR based on user selection. It will start automatically when placed in Auto. A user-adjustable ratio setpoint will generate a setpoint for PID operation to maintain the selected RAS BNR flow.

RAS Pump 3

RAS Pump 3 will be assigned to BNR 5. It will start automatically when placed in Auto. A user-adjustable ratio setpoint will generate a setpoint for PID operation to maintain the RAS BNR 5 flow.

Lockouts & Alarms:

NONE

Additional Site Details:

This is a modification of the existing DFS RTU227. DFS will be replacing the DCM031 that is currently in Module B of the RTU with a DMM003 to support the additional I/O. The DCM031 will become a spare for the utility. Work on this site cannot complete until RTU244 is completed. The BNR flows are a required Process Variable for the automation additions in this panel. The existing automation operated by this RTU will need to be manually run while work is being done.

This RTU will remain connected to the plants existing fiber ring network for interfacing with SCADA and other RTU's as necessary.

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	5
Wire Termination (1 person)	1	21
SCADA & Automation	1	3
Commissioning & Training	1	16
Punchlist Resolution	1	23

CCP45 - RTU240 (\$75,970.00)

Enclosure: 72x60x18 12 304 SS mount w/ 3 Point Latch 2 Door,

Finish: Stainless

Mounting location:

System ID:

Communications: Net (protocol:, freq: N/A)

PLC: Yes

Panel Mount OIT: Yes

UL - 508A: Yes

Control Panel Materials:

Qty	Item
1	MBP-3
1	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
2	Digital Monitor Module
2	Digital Control Module 4 Output
3	Analog Monitor Module
1	Analog Control Module
1	19" Operator Interface Terminal
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
8	Relay, 6mm, 110 VAC

1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
3	Analog Isolator, 1 Channel
16	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
1	OIT Computer Kit
16	Terminal block, Field, Analog, Multi-level
60	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Network switch N-TRON, 6 ST Fiber, 8 RF45, Unmanaged multimode 10/100 Base TX

Provided Field Instrumentation:

Qty	Item
None	

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	43	5	8	3
Spare	9	3	4	1

Hardwired IO List:

Digital Inputs			
COMPACTOR 1 FAULT	COMPACTOR 1 RUNNING	COMPACTOR 2 FAULT	COMPACTOR 2 RUNNING
EAST INFLUENT PS HIGH ALARM	EAST INFLUENT PS LOW ALARM	GRIT AUGER 1 FAULT	GRIT AUGER 1 RUNNING
GRIT AUGER 2 FAULT	GRIT AUGER 2 RUNNING	GRIT CLARIFIER 1 FAULT	GRIT CLARIFIER 1 RUNNING
GRIT CLARIFIER 2 FAULT	GRIT CLARIFIER 2 RUNNING	GRIT PUMP 1 FAULT	GRIT PUMP 1 RUNNING
GRIT PUMP 2 FAULT	GRIT PUMP 2 RUNNING	GRIT SYSTEM 1 READY	GRIT SYSTEM 2 READY
INFLU PUMP 1 DISC AUX CONTACT	INFLU PUMP 1 FAULT	INFLU PUMP 1 IN AUTO	INFLU PUMP 1 POS SW IND
INFLU PUMP 1 STATUS	INFLU PUMP 2 DISC AUX CONTACT	INFLU PUMP 2 FAULT	INFLU PUMP 2 IN AUTO
INFLU PUMP 2 POS SW IND	INFLU PUMP 2 STATUS	INFLU PUMP 3 DISC AUX CONTACT	INFLU PUMP 3 FAULT
INFLU PUMP 3 IN AUTO	INFLU PUMP 3 POS SW IND	INFLU PUMP 3 STATUS	ODOR CONTROL BLOWER FAULT
ODOR CONTROL BLOWER RUNNING	SCREEN 1 FAULT	SCREEN 1 HIGH HIGH ALARM	SCREEN 1 RUNNING
SCREEN 2 FAULT	SCREEN 2 HIGH HIGH ALARM	SCREEN 2 RUNNING	

Digital Outputs			
GRIT SYSTEM 1 CMD	GRIT SYSTEM 2 CMD	INFLU PUMP 1 CMD	INFLU PUMP 2 CMD
INFLU PUMP 3 CMD			

Analog Inputs			
EAST INFLU PS TO DEGRIT FLOW	EAST INFLUENT FLOW	EAST INFLUENT PS WET WELL LVL	INFLU PUMP 1 SPD FB
INFLU PUMP 2 SPD FB	INFLU PUMP 3 SPD FB	SPLITTER LEVEL	WEST INFLU TO DEGRIT

Analog Outputs			
INFLU PUMP 1 SPD CMD	INFLU PUMP 2 SPD CMD	INFLU PUMP 3 SPD CMD	

Process: Influent Pump Calls**Instruments:** EAST INFLUENT PS WET WELL LVL

Devices: Influent Pump 1, Influent Pump 2, Influent Pump 3

Automation:

The order in which pumps are available to the automatic process will be alternated on a first-in-last-out basis, when the lead call is dropped. Additionally, the pump order will be alternated once per day at an hour chosen by an operator adjustable ALT HOUR set-point.

Lead, Lag, and Lag 2 pumps will each be called or stopped based on ON LEVEL and OFF LEVEL set-points for each pumping stage. For instance, the Lead pump will be turned on at LEAD ON LEVEL and LEAD OFF LEVEL. The Lag pump would use LAG ON LEVEL and LAG OFF LEVEL, etc.

Lockouts & Alarms:

LEVEL TRANSDUCER FAIL ALARM

If the wet well level transducer's signal is below a minimum fail limit (DFS adjustable set-point) or maximum fail limit (DFS adjustable set-point) the transducer will be reported to have failed and the pump float switches will be used to control pump calls.

LOW LEVEL PUMP LOCKOUT

If the wet well LOW LEVEL FLOAT switch goes low the pumps will be locked out of operation to prevent possible pump damage.

Process: Influent Speed Process

Instruments: EAST INFLUENT PS WET WELL LVL

Devices: Influent Pump 1, Influent Pump 2, Influent Pump 3

Automation:

Operator selection will choose between Vari-Level and PID level processes

VARI-LEVEL PROCESS

Pump speed will be proportional as a span between pump MIN SPEED and MAX speed set-points scaled against each pump stage's OFF LEVEL set-point and the next stage's ON LEVEL set-point, with the LAG4 stage using a MAX SPEED-LEVEL setpoint to scale that pump's maximum speed.

PID LEVEL PROCESS

A separate LEVEL SET-POINT for will be used with the well's Level Meter as process variable for a PID process to determine pump speed.

Additional Site Details:

This RTU will be attached to the plant's fiber ring network through new fiber runs connected to the existing administration building and RTU241. The new fiber will be provided, installed, and terminated with ST connectors by others.

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	5
Wire Termination (1 person)	1	9
SCADA & Automation	1	3
Commissioning & Training	1	26

Punchlist Resolution

1

26

CCP45B - RTU241 (\$40,583.00)**Enclosure:** 48x36x12 4X 304 SS Wall mount w/ 3 Point Latch, Saginaw**Finish:** Stainless**Mounting location:****System ID:****Communications:** Net (protocol:, freq: N/A)**PLC:** Yes**Panel Mount OIT:** No**UL - 508A:** Yes**Control Panel Materials:**

Qty	Item
1	MBP-3
1	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output
2	Analog Monitor Module
2	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
4	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
2	Analog Isolator, 1 Channel
16	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
16	Terminal block, Field, Analog, Multi-level
20	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Network switch N-TRON, 2 ST Fiber, 6 RJ45, Managed multimode

Provided Field Instrumentation:

Qty	Item
None	

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	10	2	5	5
Spare	6	2	3	3

Hardwired IO List:

Digital Inputs			
BLOWER 1 DISC AUTO CONTACT	BLOWER 1 FAULT	BLOWER 1 IN AUTO	BLOWER 1 POS SW CONTACT
BLOWER 1 STATUS	BLOWER 2 DISC AUTO CONTACT	BLOWER 2 FAULT	BLOWER 2 IN AUTO
BLOWER 2 POS SW CONTACT	BLOWER 2 STATUS		

Digital Outputs

BLOWER 1 CMD	BLOWER 2 CMD		
Analog Inputs			
ALUM PUMP 1 SPD FB	ALUM PUMP 2 SPD FB	ALUM PUMP 3 SPD FB	BLOWER 1 SPD FB
BLOWER 2 SPD FB			
Analog Outputs			
ALUM PUMP 1 SPD CMD	ALUM PUMP 2 SPD CMD	ALUM PUMP 3 SPD CMD	BLOWER 1 SPD CMD
BLOWER 2 SPD CMD			

Process: BLOWER CONTROL**Instruments:** N/A**Devices:** Blower 1, Blower 2**Automation:**

Blowers will be strictly manual operation from SCADA.

Lockouts & Alarms:

None

Process: ALUM PUMP CONTROL**Instruments:** N/A**Devices:** Alum Pump 1, Alum Pump 2, Alum Pump 3**Automation:**

Alum Pumps will be strictly manual operation from SCADA.

Lockouts & Alarms:

None

Additional Site Details:

This RTU will be attached to the plant's fiber ring network through new fiber runs connected to the new RTU240 and existing RTU227. The new fiber will be provided, installed, and terminated with ST connectors by others.

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	2
Wire Termination (1 person)	1	5
Commissioning & Training	1	10
Punchlist Resolution	1	10

CCP45_2 - RTU244 (\$60,120.00)**Enclosure:** None**Finish:****Mounting location:****System ID:****Communications:** Net (protocol:, freq: N/A)**PLC:** Yes**Panel Mount OIT:** No

UL - 508A: Yes

Control Panel Materials:

Qty	Item
1	MBP-3
2	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
2	Digital Control Module 4 Output
8	Analog Monitor Module
4	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
8	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
14	Analog Isolator, 1 Channel
48	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
48	Terminal block, Field, Analog, Multi-level
56	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level

Provided Field Instrumentation:

Qty	Item
None	

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	32	4	26	14
Spare	16	4	6	2

Hardwired IO List:

Digital Inputs			
BNR 4 AERATOR 2A FAULT	BNR 4 AERATOR 2A RUNNING	BNR 4 AERATOR 2B FAULT	BNR 4 AERATOR 2B RUNNING
BNR 4 AERATOR 2C FAULT	BNR 4 AERATOR 2C RUNNING	BNR 4 ELIMINATOR GATE OPENED	BNR 4 MIXER 2A FAULT
BNR 4 MIXER 2A STATUS	BNR 4 MIXER 2B FAULT	BNR 4 MIXER 2B STATUS	BNR 4 MIXER 2C FAULT
BNR 4 MIXER 2C STATUS	BNR 4 MIXER 2D FAULT	BNR 4 MIXER 2D STATUS	BNR 4 WEIR GATE OPENED
BNR 5 AERATOR 1A FAULT	BNR 5 AERATOR 1A RUNNING	BNR 5 AERATOR 1B FAULT	BNR 5 AERATOR 1B RUNNING
BNR 5 AERATOR 1C FAULT	BNR 5 AERATOR 1C RUNNING	BNR 5 ELIMINATOR GATE OPENED	BNR 5 MIXER 1A FAULT
BNR 5 MIXER 1A STATUS	BNR 5 MIXER 1B FAULT	BNR 5 MIXER 1B STATUS	BNR 5 MIXER 1C FAULT
BNR 5 MIXER 1C STATUS	BNR 5 MIXER 1D FAULT	BNR 5 MIXER 1D STATUS	BNR 5 WEIR GATE OPENED

Digital Outputs			
BNR 4 ELIMINATOR GATE OPEN CMD	BNR 4 WEIR GATE OPEN CMD	BNR 5 ELIMINATOR GATE OPEN CMD	BNR 5 WEIR GATE OPEN CMD

Analog Inputs			
BNR 4 AERATOR 2A SPD FB	BNR 4 AERATOR 2B SPD FB	BNR 4 AERATOR 2C SPD FB	BNR 4 DO LEVEL
BNR 4 DO LEVEL 2	BNR 4 LEVEL	BNR 4 MIXER 2A SPD FB	BNR 4 MIXER 2B SPD FB
BNR 4 MIXER 2C SPD FB	BNR 4 MIXER 2D SPD FB	BNR 4 NO3 LEVEL	BNR 5 AERATOR 1A SPD FB

BNR 5 AERATOR 1B SPD FB	BNR 5 AERATOR 1C SPD FB	BNR 5 DO LEVEL	BNR 5 DO LEVEL 2
BNR 5 LEVEL	BNR 5 MIXER 1A SPD FB	BNR 5 MIXER 1B SPD FB	BNR 5 MIXER 1C SPD FB
BNR 5 MIXER 1D SPD FB	BNR 5 NO3 LEVEL	BNR TRAIN 4 ORP	BNR TRAIN 5 ORP
SPLITTER TO BNR 4 FLOW	SPLITTER TO BNR 5 FLOW		

Analog Outputs			
BNR 4 AERATOR 2A SPD CMD	BNR 4 AERATOR 2B SPD CMD	BNR 4 AERATOR 2C SPD CMD	BNR 4 MIXER 2A SPD CMD
BNR 4 MIXER 2B SPD CMD	BNR 4 MIXER 2C SPD CMD	BNR 4 MIXER 2D SPD CMD	BNR 5 AERATOR 1A SPD CMD
BNR 5 AERATOR 1B SPD CMD	BNR 5 AERATOR 1C SPD CMD	BNR 5 MIXER 1A SPD CMD	BNR 5 MIXER 1B SPD CMD
BNR 5 MIXER 1C SPD CMD	BNR 5 MIXER 1D SPD CMD		

Additional Site Details:

All devices in this RTU are strictly monitoring or manual control only.

This RTU is in the same enclosure as RTU240 and will connect to the plant-wide fiber network through the single Fiber Media Converter located in the enclosure.

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	7
Wire Termination (1 person)	1	14
Commissioning & Training	1	28

CCP34_204 - RTU247 (\$21,619.00)

Enclosure: 16x23x7 4X 304 SS White RTU 204 Wall mount w/ Latch, DFS

Finish:

Mounting location:

System ID:

Communications: Net (protocol:, freq: N/A)

PLC: Yes

Panel Mount OIT: No

UL - 508A: Yes

Control Panel Materials:

Qty	Item
1	MBP-3
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Control Module 4 Output
4	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
1	Terminal Block Switch, On/Off
12	Terminal block, Field, Digital, Multi-level
2	Terminal block, Field, Endplate, Multi-level
1	RTU204, PLC
1	Surge Protector, Ethernet, RJ45, DIN Mount
2	Terminal Block, Ground

1	Terminal Block, Ground, Endplate
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Provided Field Instrumentation:

Qty	Item
None	

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	6	2	0	0
Spare	2	2	0	0

Hardwired IO List:

Digital Inputs			
SCUM PUMP 4 FAULT	SCUM PUMP 4 IN AUTO	SCUM PUMP 4 STATUS	SCUM PUMP 5 FAULT
SCUM PUMP 5 IN AUTO	SCUM PUMP 5 STATUS		

Digital Outputs			
SCUM PUMP 4 CMD	SCUM PUMP 5 CMD		

Analog Inputs			
None			

Analog Outputs			
None			

Additional Site Details:

All devices in this RTU are strictly monitoring or SCADA manual control only.

This RTU is an auxiliary RTU to RTU227 and will be mounted above it. A CAT6 ethernet line will link this RTU into the fiber converter in RTU227 for connection to SCADA.

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	1
Commissioning & Training	1	6
Punchlist Resolution	1	5

REUSE - RTU233 (\$12,891.00)

Enclosure: None

Finish:

Mounting location:

System ID:

Communications: Net (protocol:, freq: N/A)

PLC: Yes

Panel Mount OIT: No

UL - 508A: No

Control Panel Materials:

Qty	Item
None	

Provided Field Instrumentation:

Qty	Item
None	

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	6	2	1	0

Hardwired IO List:

Digital Inputs			
TRANSFER PMP 4 FAULT	TRANSFER PMP 4 HOA	TRANSFER PMP 4 STATUS	TRANSFER PMP 5 FAULT
TRANSFER PMP 5 HOA	TRANSFER PMP 5 STATUS		

Digital Outputs			
TRANSFER PMP 4 CMD	TRANSFER PMP 5 CMD		

Analog Inputs			
TRANSFER 4 & 5 FLOW			

Analog Outputs			
None			

Process: Transfer Pump Automation**Instruments:** Transfer Wet Well Level**Devices:** Transfer Pump 4, Transfer Pump 5**Automation:**

The new transfer pumps will be added to the existing transfer pump automation in RTU233.

Pump Calls

The Transfer pumps operate based on the Level in the Wet Well. These Pumps operate in a Lead, Lag, Lag 2, Lag 3, and Lag 4 fashion based on Operator adjustable Off, Lead, Lag, Lag 2, Lag 3, and Lag 4 set points, using the Transfer Wet Well level as the PV. A Float System was also provided to operate the pumps at an Off/Low, Lead and Lag/High Float level, in the event of a transducer fault. Alternations of these pumps are by Lead Pump stopping.

Lockouts & Alarms:**High GST Lockout**

Float monitoring of the GST shut down the Transfer pumps on a High level.

Level Permit

The Transfer Pumps have a permit set point based on each GST levels. The Permit Level and High Level Stop set points are provided as well as an Operator selection as to which GST signals are active, either or both may be selected.

Additional Site Details:

The new Trojan UV system will connect to SCADA through this RTU. The Modbus points shall not exceed a total of 170 registers to be mapped to SCADA. Please see the Modbus integration requirements below for more information.

This RTU will remain connected to the plants existing fiber ring network for interfacing with SCADA and other RTU's as necessary.

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	1
Wire Termination (1 person)	1	2
SCADA & Automation	1	11
Commissioning & Training	1	12
Punchlist Resolution	1	4

PROJECT DETAILS

DFS Scope of Work:

DFS will assemble, program, and or modify control panels and or automation programming and custom screens as described above and then test them in our facility. After testing is complete, DFS will ship above described RTUs and or RTU upgrades to the location designated by the customer.

Panel construction and or modifications will maintain standard DFS materials and wiring practices unless noted otherwise.

Any conduit provided by DFS will be flex or rigid PVC, unless otherwise noted.

DFS will complete all configurations at the central site and provide on-site start-up services and operator training unless otherwise indicated above.

This quote includes (5) copies of the Submittal, and (5) copies of the O&M Manual for each RTU. Additional copies are available at \$35.00 each. When no submittals are included, this quotation shall be used in lieu of a submittal. Please feel free to contact DFS with any questions concerning this project or changes in your telemetry system.

Site Readiness

It is the responsibility of others to ensure that site(s) are ready for scheduled work and to coordinate the presence of technical personnel or specialists required for support to be on site or readily available. Additional trips and/or site-services resulting from the lack of site readiness may be billed on a time and material basis.

Standard System Operation Methodologies:

DFS standard methodologies employed throughout the utility's current control system will be used to maintain operational continuity.

Each device controlled will be done so using software device controllers. Software device controllers have operator defined Min, Max, and Manual Control set points as well as a Current status in addition to the device controller basic and operational criteria. The Min and Max set points define in percent the range the devices are permitted to operate during the automatic process. The Manual Control set point defines the device operation when called to operate in manual. The Manual Control set point is overridden when the device is made available to the automatic process.

When applicable, rate or speed of a device will be governed using the process controller in the process description.

When the process variable instrument registers a value to operate a device based on the Start operation set point, in excess of 10 seconds, the assigned device will be called to operate. The device will continue to operate until a Stop operation set point value had been obtained in excess of 10 seconds. When multiple devices are required to operate, each device will function in a similar manner.

Device controllers with automatic algorithms will maintain the following basic and operational criteria. Each device will be monitored for Local/Remote (HOA in Auto equals "Remote") and Run Status if available. If a controlled device is not equipped with a HOA switch it will always be considered in Remote. If a controlled device is not equipped with a Run Status it will always be considered as operating correctly. The controls for each device will include a Manual/Auto and either a Stop/Start, Open/Close or other appropriate control. The digital input from the device's HOA determines its availability for control by the SCADA system, "Remote" being the permissive signal for SCADA control. The software Manual/Auto control dictates whether the device will be controlled manually or automatically via SCADA. A device is considered available to the automatic process when it is in "Remote" and "Auto" and the device has not failed. A device is deemed "failed" when it

has been called to operate by the automatic process and the device status indication has not operated as expected in excess of 30 seconds. To clear a device fail condition, simply place the device back into "Manual" or "Local" until the condition has cleared.

All set points residing in the PLC will have default factory values when shipped. The set points can then be modified by an operator via SCADA or available HMIs as needed. New set point values will be retained in the PLC in the event of a power cycle.

GRAPHICAL DISPLAYS

Custom graphical displays of telemetry/project data can take many forms. The graphical displays, if applicable, provided for under this proposal are P&ID type in nature. The screen/displays will show basic process flow and instrumentation placement relative to this flow. Device control will also be provided using a standardized set of control objects employed by DFS. Control operators are color coded and used consistently across all DFS customer platforms. Other forms of graphical displays that more closely represent a pictorial view or a physical representation of the site are available, in addition to the P&ID type displays, for order.

HMI screens are developed during the programming phase of the project. A copy of the HMI screens will be submitted for review upon completion. If the utility has adopted a graphical standard other than DFS, contact the DFS project coordinator to provide examples.

Additional Details

Hardwired I/O Requirements:

- a. All digital inputs to the DFS RTU will be of a dry contact type, terminal connections to be provided by the MCC manufacture/contractor/customer.
- b. DFS digital inputs utilize a 24 VDC battery backed bias. In cases where voltage drop from long wire runs makes 24 VDC impractical or where existing monitoring of contacts is done with 120 VAC, 120 VAC will be used.
- c. Mixing of multiple sources of power will not be permitted.
- d. All digital outputs from DFS RTU will be dry contacts and provide for 120VAC at 10amp capacity.
- e. All analog inputs signals will be 4-20mA (preferred) or 0-5VDC, and use Shielded Cable.
- f. 4-20 mA signals at minimum to provide 500-ohm impedance drive.
- g. All pulse inputs to be dry contact, and mechanically operated.
- h. All penetrations must be made to the bottom of the enclosure unless coordinated with DFS prior to submittal completion.
- i. The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG.

Requirements for third party PLCs connected by Modbus TCP to Hyper SCADA Server (HSS):

- a) The architecture will be a Client (Master)/Server (Slave) relationship with provision for the HSS to be the Modbus Client and the automation PLC the Modbus Server.
- b) The Modbus addressing maps (including the type of digital outputs from telemetry, momentary or maintained) and P&ID drawing for the site must be provided prior to DFS submittal preparation. These maps shall include:
 - a. IP address of the PLC acting as Modbus TCP Server
 - b. Each point's datatype (incl identifying momentary digitals)
 - c. Each point's Modbus address (not a PLC internal register which is offset from the address used in the Modbus message)
 - d. Each point's descriptive tag up to a maximum of 20 alpha-numeric characters.
 - e. Matching high and low raw and high and low engineering values for analog registers which require scaling

- f. Units for analog points
- g. On-state and off-state alphanumeric labels for digital inputs and digital outputs
- c) The HSS will interface with the automation PLC using Modbus TCP over TCP/IP network.
- d) Standard 5-digit registers must be used and formatted with 0XXXX for digital outputs (coils), 1XXXX for digital inputs, 3XXXX for analog inputs, and 4XXXX for analog output holding registers. HSS logic programming to interpret the values of multi-state analogs or resetting momentary inputs is not included in the scope of this quote. Momentary points must be reset by the PLC.
- e) Packing Modbus digital inputs or digital outputs as bits in the 4XXXX or 3XXXX range is not permitted.
- f) All Analog points over the Modbus link shall be unsigned integers (0-65535, 16-bit, point type AI or AO) or 32-bit floating points (point type EI or EO). Integers which require scaling must be accompanied by scaling information in the form of high and low raw values relative to high and low engineering values.
- g) Unless specified above, the translation from the automation PLC I/O to Modbus TCP protocol in required format is the responsibility of the automation PLC provider. Any necessary translation devices or programming for the automation PLC is the responsibility of others.
- h) If the automation PLC/control panel features a local OIT, all command setpoints and device operators (device manual/auto selection, start/stop controls, level setpoints, etc.) shall be programmed such that an operator changing a setting at the local OIT, or through the HSS will automatically update the registers at the other location without additional user intervention, allowing control to be performed seamlessly either from the local OIT or remotely via SCADA.
- i) The programmer responsible for the 3rd party PLC must be available, either on-site or with remote access to the automation PLC during system start-up.

Work to be Performed by Contractor/Others:

- a. RTU installation.
- b. All required panel mounting structures and related hardware are to be provided and installed by others.
- c. Make site and personnel available to operate system as needed when work is scheduled.
- d. Conduit, signal and 120 VAC power to the DFS panel will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG. (also refer to Hardwired I/O Requirements listed above)
- e. Wire terminations external to the DFS RTU(s) is the responsibility of contractor/others.
- f. Providers of the Electrical Service are responsible for the quality of the power supplied. Any requirements to improve quality; isolation transformer, filtering or UPS shall be provided by the contractor/others.
- g. Provide and install all required instrumentation and associated material.
- h. Surge protection to protect devices outside of the DFS RTU panel is the responsibility of instrumentation/device providers/others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
- i. Demolition, removal and/or relocation of existing equipment where required.
- j. Any required permitting and associated fees.

Utility Submittal Involvement

A submittal copy will be issued to the utility for review during the submittal phase. Inputs from the utility are expected to be included with submittal comments and/or approval.

Spare Parts: (\$10,860.00)

Qty	Item
4	PLC800
4	6mm, 110 VAC SPDT, 6A
4	PR-3105, Isolator, DIN
4	ASI, 1x Analog, DIN
1	Network switch N-TRON, 1 ST Fiber, 1 RJ45, Managed multimode
1	Network switch N-TRON, 2 ST Fiber, 6 RJ45, Managed multimode
1	Network switch N-TRON, 6 ST Fiber, 8 RJ45, Unmanaged multimode 10/100 Base TX

Lead Time

Submittal: 90 days, after acceptance of order and any required documentation.

Equipment: 180 days, after receipt of approved submittal.

Pricing & Terms:

This quotation totals \$250,443.00. Pricing assumes credit approval by DFS and is based on DFS's general terms & conditions governing quotations and performance. This proposal will be honored for 90 days. DFS will submit an invoice for each activity and payment schedule is as follows:

25% Mobilization (upon submittal approval)

55% Delivery of Product

15% Start Up

5% Completion of Punch List items

QUOTATION NOTES:

- Only those items and services specifically listed above are included in this quotation.
- Please note that lead times may be affected by product/material availability.
- Pricing includes all applicable taxes. If you are tax-exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
- Pricing assumes credit approval of the purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. These Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2023/04/DFS-GENERAL-TERMS-CONDITIONS.pdf>
- While DFS is willing to consider the Purchasers' requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
- Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
- All items shipped will be billed at the time of shipment. Shipping charges are included.
- DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
- This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
- This quotation stipulates that DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at <https://www.dataflowsys.com/wp-content/uploads/2023/04/ACORD-FORM-COI-THRU-3-31-2024.pdf>
- DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 15 - Generator Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Cat/Ringpower		Cumins Power		Kohler/TAW		
		Jake Bechtol		Andres Sanchez		John Bruni		
		321-288-1242		770-639-1942		407-252-3368		
Base Bid Before Alternates		\$ 1,167,500.00		\$ 928,820.00		\$ 771,770.00		
Generator(s)	Y	\$ 1,124,500.00	Y	\$ 894,547.00	Y	\$ 719,210.00		\$ -
Automatic Transfer Switch	Y	\$ 42,900.00	Y	\$ 14,173.00	Y	\$ 40,460.00		\$ -
Start-Up Services	Y	\$ -	Y	\$ 20,000.00	Y	\$ 12,000.00		\$ -
Indemnification	Y	\$ 100.00	Y	\$ 100	Y	\$ 100.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ 25,000.00		\$ -		\$ -		
Start-Up Services	Y	\$ 25,000.00	Y	INC	Y	INC		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y		Y		Y		
Clarifications / Exceptions		Y		Y		N		
Acknowledged Addenda		Y		Y		Y		
SRF Davis Bacon		N		N		Y		
SRF AIS & BABA		N		N		Y		
Additional Notes								
		Taxes not included		Taxes not included		Taxes not included		
		Late bid						
				1250 kW Genset w/o ATS		1250 kW Genset w/o ATS		
						600 kW Genset w/ ASCO ATS		
SUBTOTAL:		\$ 1,167,500.00		\$ 928,820.00		\$ 771,770.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ 25,000		\$ -		\$ -		
Total Adjusted Scope:		\$ 1,192,500.00		\$ 928,820.00		\$ 771,770.00		\$ -
		\$ 1,192,500.00		\$ 928,820.00		\$ 771,770.00		NO BID

Recommend award to:

Kohler (TAW)

Adam Bergdahl

From: Nichole Voitel
Sent: Thursday, August 3, 2023 3:56 PM
To: Adam Bergdahl
Subject: FW: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades
Attachments: Package 15 DeLand - Wiley M - Rev1.pdf

Thank you,

Nichole Voitel | Preconstruction Services Specialist I - Water Wharton-Smith, Inc. | Construction Group of Choice
| www.whartonsmith.com
750 Monroe Road, Sanford, FL 32771
Office: (407) 321-8410 x3622

-----Original Message-----

From: Transmittals@isqftmail.com <Transmittals@isqftmail.com>
Sent: Thursday, August 3, 2023 3:10 PM
To: Dawn Crary <DCrary@whartonsmith.com>
Subject: Re: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

Attachments (1) Attachments will be removed after 14 days.
NOTE: Attachments will only remain in the system for 14 days.

Package 15 DeLand - Wiley M_d0c52c68-df5c-48c8-8418-be70acde5afb. Nash WRF - Bid Manual - Generator. Nash WRF - Bid Manual - Generator_Rev1 984.19 K
<https://app.isqft.com/services/file/DownloadEmailAttachment/?emailAttachmentId=cebc118f-0b63-4a06-b873-a544289949f3&emailAttachmentFileId=150589>

Message:
Adam, sorry for the inconvenience, here is the revised quote.

Best regards,

Jake Bechtol | Electric Power & Industrial Engine Sales Representative | Ring Power Corporation |

9901 Ringhaver Dr. | Orlando, Florida 32824 | Direct: 407-472-6242 | Cell: 321-288-1242 | jake.bechtol@ringpower.com

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From: Jake Bechtol <Jake.Bechtoll@RingPower.Com>

Sent: Thursday, August 3, 2023 2:43 PM

To: Wharton-Smith Inc. -Water Division-Estimating <5a6082a2-cb1d-4002-b9c9-4a1e961d28e5@isqftmail.com>

Subject: Re: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

ADAM, Disregard this quote I'm revising it... The Genset costs didn't pull into the spreadsheet. is not right.

Best regards,

Jake Bechtol | Electric Power & Industrial Engine Sales Representative | Ring Power Corporation |

9901 Ringhaver Dr. | Orlando, Florida 32824 | Direct: 407-472-6242 | Cell: 321-288-1242 | jake.bechtoll@ringpower.com

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From: Jake Bechtol <Jake.Bechtoll@RingPower.Com>

Sent: Thursday, August 3, 2023 2:32 PM

To: Wharton-Smith Inc. -Water Division-Estimating <5a6082a2-cb1d-4002-b9c9-4a1e961d28e5@isqftmail.com>

Subject: Re: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

Adam, attached is the Quote for the Wiley M. Nash project.

There was mention of VE's... I'm not sure if they would be willing to remove the Motorized Intake Louver Requirement (2.08 B. 2. - Automatic Dampers). We could use a standard Factory enclosure for the 600 kW and supply it with a customer tank. I can quote that once the 2000 kW - 1250 kW gets sorted out.

Please let me know if you have any questions or concerns.

Best regards,

Jake Bechtol | Electric Power & Industrial Engine Sales Representative | Ring Power Corporation |

9901 Ringhaver Dr. | Orlando, Florida 32824 | Direct: 407-472-6242 | Cell: 321-288-1242 | jake.bechtol@ringpower.com

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From: Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com>

Sent: Wednesday, August 2, 2023 1:50 PM

To: Jake Bechtol <jake.bechtol@ringpower.com>

Subject: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

CAUTION [EXTERNAL]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A Message

From:

Wharton-Smith, Inc. -Water Division-Estimating

Sent:

Wednesday, August 2, 2023 1:50 PM ET

Email:

dkreidler@whartonsmith.com

Phone:

(407) 321-8410

Fax:

(407) 330-1092

[Wharton-Smith, Inc. -Water Division-Estimating]

Jake Bechtol from Ring Power.

Message:

Just a reminder bids are due tomorrow, August 3rd by 2:00 PM EST. As stated in Addendum 1, all bids shall be submitted electronically to Adam Bergdahl at abergdahl@whartonsmith.com. All bids must be submitted on the Bid Form provided within the bid manual to be considered responsive.

Click here to view the

project<<https://app.isqft.com/services/Access/GetUserQANAccess?sourceType=2&Id=1RPJ2K34&ProjectID=6524127>>
Access Number: 1RPJ-2K34

For help, visit <http://www.isqft.com/start/pages/contact-support/><<http://www.isqft.com/start/pages/contact-support/>>
or call us at (877) 4CC-TOOL (422-8665).

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City of DeLand

DeLand Campus – Wiley M. Nash

Water Reclamation Facility Upgrades



Generator Package

Bid Manual

Prepared by Wharton-Smith (Construction Manager at Risk (CMAR))

Issued: 6/23/2023



Wharton-Smith Contact:

Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
dkreidler@whartonsmith.com

Engineer: Mead & Hunt, Inc.

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SECTION 1 – INVITATION TO BID

Wharton-Smith, Inc. is the Construction Manager at Risk (CMAR) for the DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades project to be performed for the City of DeLand. You are invited to submit a competitive bid for the Bid Package defined herein.

Wharton-Smith, Inc. and the City of DeLand will receive electronic bids for the project up to the date and time indicated below.

Bid Deadlines

All questions must be submitted electronically to the email listed below and received by the times and dates listed below. All bid proposals must be submitted electronically to the address listed below and received by the times and dates listed below.

Bid Questions: **July 13, 2023**

Bids Due: **August 3, 2023 at 2:00pm EST**

Email: dkreidler@whartonsmith.com

Pre-Bid Meeting

A Non-Mandatory Pre-Bid meeting for all invited bidders will be held at the DeLand Campus – Wiley M. Nash Water Reclamation Facility:

Date & Time: **July 6, 2023 at 9:00am EST**

Meeting Location: **DeLand Campus – Wiley M. Nash Water Reclamation Facility**
1101 S. Amelia Avenue
DeLand, FL 32724

Bid Contact

Contact for all bid related questions:

Dwayne Kreidler, P.E.
Wharton-Smith, Inc.
dkreidler@whartonsmith.com
407-321-8410

SECTION 2 – LIST OF BID DOCUMENTS

1. Bid Manual & Bid Form
2. Project Drawings – 90% Submittal – Dated May 2023
3. Project Specifications – 90% Submittal – Dated May 2023
4. Wharton-Smith Standard Purchase Order
5. Wharton-Smith Standard Subcontract
6. Davis-Bacon Wage Rates (Building)
7. Davis-Bacon Wage Rates (Heavy)
8. Supplemental Conditions Construction Procurement (State Revolving Fund Program)
9. Supplemental Conditions Materials/Equipment Procurement (State Revolving Fund Program)
10. BABA Certification Guidelines **BABA not required Per Addendum 1**
11. Team Player - Instructions for Subcontractor Pay Applications
12. Report of Geotechnical Study Prepared by Bechtol Engineering & Testing – Dated December 14, 2022
13. Site Utilization Plan

SECTION 3 – INSTRUCTION TO BIDDERS

3.1 BID PROPOSALS

3.1.1 All Bid Proposals shall be submitted on an individual basis. Bidders may submit on multiple Bid Packages but must submit a complete Bid Proposal for each Bid Package, including the Bid Form provided herein.

3.1.2 SUBCONTRACTOR BID PACKAGES

For a Subcontractor's Bid Proposal to be considered responsive, the following documentation must be included. CMAR and Owner reserve the right to accept or reject any proposal that does not include the required bid proposal documentation.

- A. Bid Form – Complete the Bid Form provided for the Bid Package as contained herein.
- B. Qualifications Letter:
 - a. Provide a description of the proposed project team, organizational structure, and management plans. This description should provide the names, titles, and clearly identify the proposed role in the project team for each person.
 - b. Summary of three (3) to five (5) similar projects completed within the last ten (10) years. Detail the following information for each project: Project Name and Location, Owner's Name and Address, Owner's Current Contact Information, Description of Services Provided, Actual Construction Cost, Completion Date, Brief Project Description.
 - c. A resume or brief description of qualifications for each member of the project team. Detail the following information for each: Professional Qualifications, Total Experience in the Industry, Summary of Experience on Similar Projects, Experience with Local Governments and Other Public Entities.
- C. Sanctions & Litigation – List any regulatory or license agency sanctions. Provide a summary of any litigation, claims, or contract disputes filed by, or against, the Bidder in the past ten (10) years which are related to the services that Bidder provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- D. List of Subcontractors – Provide a complete list of all Subcontractors the Bidder intends to utilize for this Project.
- E. MBE/WBE/DBE Participation – Provide a detailed listing of all MBE, WBE, and DBE certified companies that will be subcontracted or supplying materials and the total direct cost included in the bid for each company. Copies of all certifications must be included as part of the bid proposal.
- F. Licenses – Include copies of all licenses needed by the Bidder to perform the Work on the Bid Package.
- G. Certificate of Insurance – Bidder shall provide a copy of its Certificate of Insurance demonstrating conformance to all the requirements of the Bid Documents. If the Bidder plans to purchase additional insurance to meet the requirements of the Bid Documents after award of the Project, include a clarification letter stating such.

- H. Proof of Bonding Capability – Provide proof of bonding capability for a Payment and Performance Bond. Wharton-Smith, Inc. may, in its sole discretion, require a payment and performance bond. The costs for the bond shall be included in the Bid Proposal.

3.1.3 **PURCHASE ORDER (SUPPLIER) BID PACKAGES**

For a Supplier's Bid Proposal to be considered responsive, the following documentation must be included:

- A. Bid Form – Complete the Bid Form provided for the Bid Package as contained herein.
- B. Bill of Materials – Include a Bill of Materials with the Bid Proposal. Bidder acknowledges that the Bill of Materials is for reference only and shall not be the basis of supply. All materials required to be supplied by the Bid Documents are included as part of the Bid Proposals, regardless of the Bill of Materials.

3.1.4 Bidders may elect to include the following:

- A. Value Engineering Letter – Value Engineering proposals shall be detailed regarding pricing and the change(s) being suggested. Alternate materials, substitute manufacturers, innovative ideas, and pricing shall be clearly defined for evaluation.
- B. Clarifications – If the Bidder elects to do so, the Bidder may choose to include a clarification letter with the Bid Proposal with the understanding that any clarifications may result in rejection of the Bid Proposal.

3.2 **BID SUBMISSION**

3.2.1 All Bids must be submitted on the Bid Forms provided in this Bid Manual. Bidders must provide individual Bids for each Bid Package in hard copy format by the date and time indicated in Section 1.

3.2.2 Electronic Submission

Electronic submissions must be emailed, in one (1) PDF document. The email must be received prior to the Bid Due Date and Time. Wharton-Smith, Inc. does not take responsibility for email receipt, or successful file transfer. Wharton-Smith, Inc. recommends emailing the document in enough time to confirm receipt prior to the Bid Due Date and Time.

3.2.3 Bid Form

- A. Bid Form must be completed in ink or typewriter/computer.
- B. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or another appropriate corporate officer).
- C. Bids by partnerships must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.
- D. All names and titles must be typed or printed below the signature.
- E. The Bids shall contain an acknowledgement of receipt of all Addenda (the number of which shall be filled in on the Bid Form).
- F. All blank spaces on the Bid Form must be filled in legibly and correctly.
- G. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

- 3.2.4 Use of the Bid Form confirms Bidder has acknowledged all applicable Contract Documents, understands requirements, submitted all required documentation, and has submitted complete and accurate pricing for evaluation and selection by Wharton-Smith, Inc.

3.3 BID ALTERNATES

- 3.3.1 Each Bid Package may contain bid alternates in the Bid Form. All alternates must be priced for each Bid Package. Failure to include pricing for any alternates may result in rejection of the Bid.

3.4 REQUESTS FOR INFORMATION & CLARIFICATION

- 3.4.1 All requests for information and clarifications shall be submitted by email to the contact provided in Section 1.
- 3.4.2 All such correspondence must reference the project title in the subject line. Bidders shall promptly notify Wharton-Smith, Inc. of any ambiguity, inconsistency, or error discovered upon examination of the Contract Documents. No verbal interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof.

3.5 ADDENDA

- 3.5.1 All Addenda issued during the bid process shall become part of the Contract Documents. Bidders shall acknowledge all addenda issued on the Bid Form.

3.6 BID OPENING

- 3.6.1 Bids shall be collected at the time and date stated above.
- 3.6.2 Wharton-Smith, Inc. assumes no responsibility for Bids received after the advertised bid opening time or at any office or location other than that specified, whether due to mail delays, email delays, courier mistake, mishandling, or any other reason.
- 3.6.3 More than one Bid received for the same Bid Package from an individual, firm or partnership, a Corporation or Association or any other legal entity under the same or different names shall not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work package will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion may not be considered.
- 3.6.4 Notwithstanding any other provision contained in the Contract Documents, Wharton-Smith, Inc. reserves the right to reject any and all Bids and waive any and all irregularities, and the right to disregard any or all non-confirming, unbalanced or conditional Bids or counter proposals.
- 3.6.5 Wharton-Smith, Inc. and the Owner may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed. If Wharton-Smith, Inc. elects not to reject a Bid which fails to acknowledge receipt of any Addenda, the Bid shall be construed as though the Addenda had been received and acknowledged by the Bidder.

3.7 SCHEDULE

- 3.7.1 Critical Path Delays – Actual costs borne by the CMAR, the Owner, and affected trades will be assessed for delays to the critical path to the subcontractor/supplier at fault.

SECTION 4 – BID REQUIREMENTS AND CONDITIONS

4.1 GENERAL

- 4.1.1 The Bid Documents shall remain accessible to the Bidders as outlined in the Invitation to Bid for the duration of the bid process. Any and all Addenda will be made accessible for the Bidders through the same methods as the original Bid Documents. The Bidder shall be responsible to verify that all Bid Documents and Addenda are received and acknowledged.
- 4.1.2 The Bidder shall review and understand the complete scope of work and carefully examine the site conditions.
- 4.1.3 There will be no discrimination as to race, sex, color, creed, disabilities, or national origin in the operations conducted under this Agreement.

4.2 DEFINITIONS

- 4.2.1 Construction Manager at Risk (CMAR) – Wharton-Smith, Inc.
- 4.2.2 Owner – City of DeLand
- 4.2.3 Architect/Engineer – Mead & Hunt, Inc.
- 4.2.4 Project – DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
- 4.2.5 Bidder/Supplier/Subcontractor – The entity which submits a bid proposal

4.3 CONTRACT DOCUMENTS

- 4.3.1 The Contract Documents shall consist of the documents provided as part of the Bid Documents and all addenda, refer to Section 2 – List of Bid Documents.
- 4.3.2 All questions about the meaning or intent of the Contract Documents shall be submitted to the attention of Wharton-Smith, Inc. Replies will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received after the Requests for Information Due Date will not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

4.4 SUBSTITUTIONS OR EQUALS

- 4.4.1 Bidders must submit and receive approval for all substitutions and “or equal” equipment, prior to the submission of the Bid Proposal. No Bid Proposals with unapproved equipment shall be accepted. Requests for approval of equipment shall be submitted to Wharton-Smith, Inc. in writing with the necessary documentation required to prove the equipment is equivalent to the specified equipment.

4.5 LIQUIDATED DAMAGES & SUBSTANTIAL COMPLETION

- 4.5.1 Liquidated Damages will be expressly defined at the time of the execution of the Owner’s Prime Agreement. For the basis of this bid, Bidder shall assume Liquidated Damages exist on the Project and Supplier/Subcontractor will be assessed any Liquidated Damages that have been assessed against Wharton-Smith, Inc. that are a result of action or inaction by the Supplier/Subcontractor.

Ring Power can not accept any LD's without specific details

4.6 MODIFICATIONS AND WITHDRAWALS

- 4.6.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of the Bids. Withdrawal of a Bid will prejudice the rights of the Bidder to file a new Bid after Bid Opening.
- 4.6.2 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Wharton-Smith, Inc. and within 48 hours thereafter demonstrates to any reasonable satisfaction that a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the contract would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid. Bidder shall not be allowed to correct a Bid with a material and substantial mistake.

4.7 BIDS TO REMAIN OPEN Exception, 30 days

- 4.7.1 All Bids shall remain open for 180 days after the day of the Bid Opening. Wharton-Smith, Inc. may, in its sole discretion, release any Bid.
- 4.7.2 Extensions of time when Bids shall remain opened beyond the 180-day period may be made only by mutual agreement between Wharton-Smith, Inc., the Owner, and the low Bidder.

4.8 REJECTION OF BIDS

- 4.8.1 Submitted Bid Proposals may be rejected for any of the following reasons:
- A. The Bid Form contained within the Bid Package is not complete or altered.
 - B. The Bid is submitted with exceptions, clarifications, or other irregularities that make the Bid incomplete or ambiguous in any manner.
 - C. The Bidder included provisions reserving the right to reject any award or entering into a Subcontract or Purchase Order Agreement.
 - D. The values of any unit pricing or lump sum are evidently unbalanced, either in excess or below reasonable cost analysis values.
- 4.8.2 Wharton-Smith, Inc., and the Owner reserve the right to reject any or all Bids for any reason whatsoever that is in the best interest of the Owner.
- 4.8.3 Wharton-Smith, Inc. reserves the right to waive and/or reject minor irregularities, when, in the sole opinion of Wharton-Smith, Inc., such waiver or acceptance is deemed to be in the best interest of the Owner.
- 4.8.4 Wharton-Smith, Inc. reserves the right to reject the Bid of any Bidder which is behind on the approved completion schedule for any existing contracts within Wharton-Smith, Inc. and/or the Owner, or in litigation with Wharton-Smith, Inc. and/or the Owner, or has previously defaulted on a contract with Wharton-Smith, Inc. and/or the Owner.

4.9 PAYMENT AND PERFORMANCE BONDS

- 4.9.1 Wharton-Smith, Inc. may, in its sole discretion, require a Payment and Performance bond for the Scope of Work for all Subcontract Bid Packages. The costs for the bond shall be included in the Bid Proposal as indicated on the Bid Form contained herein.

4.10 LAWS AND REGULATIONS

- 4.10.1 Bidder shall be responsible to research and understand all laws, regulations, licenses, permits, etc., and all efforts required to meet such requirements shall be included as part of the Scope of Work.

4.11 INSURANCE

- 4.11.1 Bidder acknowledges all insurance requirements outlined by Wharton-Smith, Inc., and the Owner. The Bidder's proposal shall include the cost to meet or exceed all insurance requirements. No Bidder will be allowed to begin work onsite until the required insurance documentation naming Wharton-Smith, Inc. and the Owner as additionally insured parties is provided.

4.12 LEASED EMPLOYEES

- 4.12.1 Wharton-Smith, Inc. may, at its sole discretion, prohibit the use of Leased Employees to execute the Work. If permitted, Bidder shall be subject to comply to Wharton-Smith's leased employee policy. Bidder's use of leased employees shall be identified on the Bid Form contained herein.

4.13 SHIPPING TERMS

- 4.13.1 Unless otherwise specified, all prices are to be FOB Jobsite.

4.14 TAXES

- 4.14.1 Unless otherwise specified, the Bid should include all applicable international, federal, state, and local transportation, privilege, occupation, and other taxes applicable to the equipment and technical assistance, and all international, federal, state and local taxes, contributions and premiums imposed upon or measured by the Bidder or the Bidder's payroll. Wharton-Smith shall not be responsible for any state or local sales, use or excise taxes.

4.15 SRF FUNDING 5% Retainage

- 4.15.1 Bidder shall be advised that the Owner is receiving SRF funding from the Florida Department of Environmental Protection and is subject to the requirements of this such Funding. These requirements are detailed in the Florida Department of Environmental Protection State Revolving Fund Program Supplementary Conditions and are included as part of the Contract Documents. These requirements include, but are not limited to, Davis-Bacon wage rates, the American Iron and Steel (AIS) requirements, and Build America Buy America (BABA) Act.
- 4.15.2 Bidder shall be responsible to ensure the Bid Proposal is based on the most recent Davis-Bacon wage rates and is in compliance with AIS and BABA Act as applicable to materials supplied for the project.

Buy American act not required per Addendum 1

SECTION 5 – BID PROPOSAL EVALUATION

5.1 GENERAL

5.1.1 Bid Proposals will be evaluated based upon review of the following:

- A. Cost – The evaluation of this criterion will be based on the Bidder's total base bid, bid alternates, unit prices.
- B. Value Engineering – This criterion measures the ability of the Bidder to identify potential areas of cost savings or improvements of the final project.
- C. Firm Sanctions and Adverse Litigation – The Bidder's History of sanctions and litigation shall be reviewed and evaluated.
- D. Bidder's ability to meet all other criteria outlined herein.

5.1.2 Reference the Instructions to Bidders section of this Bid Manual and the Bid Form for more information regarding detailed requirements of the Bid Proposals.

5.1.3 In evaluating Bids, Wharton-Smith, Inc. shall consider the submission of the Bidders, and whether or not the Bids comply with the prescribed requirements as outlined in these Instructions, the Bid Form, this Bid Manual, and all associated Owner and Bid Related documents provided with this Bid Package.

5.1.4 Wharton-Smith, Inc. may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to provide the materials in accordance with the Contract Documents to Wharton-Smith, Inc.'s satisfaction within the prescribed time.

5.1.5 Bidder shall, upon request of Wharton-Smith, Inc., submit documentation evidencing its capability to execute the work properly within the time specified. This information must be received by Wharton-Smith, Inc. within ten (10) calendar days of Bidder receiving written request.

5.2 RECOMMENDATION AND APPROVAL OF RANKING

5.2.1 The Construction Manager at Risk will review all Bid Proposals that are received in conformance of the requirements herein and provide a recommendation to the Owner. The Owner, at its sole discretion, may accept the CMAR recommendation or re-evaluate the Bid Proposals. The Owner will establish and approve the final recommended of award for the Bid Package. The Owner will be the sole judge of its own interests, the proposals, and the resulting agreements. The Owner's decision will be final.

5.3 AWARD OF CONTRACT

5.3.1 Award shall be based on products, equipment and materials named in the Contract Documents. Consideration of any decisions regarding substitution shall not be made until after Award of Contracts.

5.3.2 If the Contract is to be awarded, Wharton-Smith, Inc. will give the Bidder a Notice of Award within ten (10) calendar days after the Owner's agreement of the Bidder to receive Award.

- 5.3.3 The Awarded Bidder will be required to enter into a Purchase Order Agreement or Subcontract Agreement with Wharton-Smith, Inc. This agreement will contain the same terms and conditions as shown in the sample agreement provided in this Bid Manual. The Purchase Order or Subcontract will also contain the defined work scope as shown in this Bid Manual. Modifications to this Agreement will not be allowed.

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as the **Generator Package**, detailed herein, for the DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades. All work shall be complete and in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence.

The Scope of Work shall specifically include, but is not limited to, the following specifications:

DIVISION 0 – CONTRACTING

DIVISION 1 – GENERAL REQUIREMENTS

DIVISION 26 – ELECTRICAL

26 05 00	Common Work Results for Electrical
26 05 19	Low Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 33	Raceways and Boxes for Electrical Systems
26 05 53	Identification for Electrical Systems
26 27 26	Wiring Devices
26 28 16	Enclosed Switches and Circuit Breakers
26 32 13	Engine Generators
26 36 00	Transfer Switches

The Supplier shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:
DeLand Campus – Wiley M. Nash Water Reclamation Facility
Attention: Wharton-Smith, Inc.
1101 S. Amelia Avenue
DeLand, FL 32724

Note: Where the word “Subcontractor” is used, the reference is to **the Bidder** unless specifically stated otherwise. Where the words “Contractor or CMAR” are used, the reference is to Wharton-Smith, Inc. unless specifically stated otherwise.

6.1 WORK OVERVIEW

- 6.1.1 Furnish and install all labor, equipment, material and subcontracted services in order to complete the **Generator** package as detailed in the contract drawings in accordance with the contract specifications.
- 6.1.2 Provide all generator sets and associated accessories as required by the Contract Documents.

A. One (1) 2000 KW, 277/480V, 3PH, 4W (Area 910) 1250 kW per Addendum 3

B. One (1) 600 KW, 277/480V, 3PH, 4W (Area 520)

6.1.3 Provide all generator accessories for a full and complete system. These items include, but are not limited to, the following:

A. Weatherproof Generator Enclosures

- i. For both generators, furnish and install all material to construct the enclosure in accordance with specification section 26 32 13.
- ii. Unit shall have coolant and oil drains outside the unit to facilitate maintenance.
 - (a) Each drain line shall have a stainless-steel manual ball valve located near the fluid source.
 - (b) A cleanable primary fuel strainer shall be used to collect water and sediment between tank and main engine fuel filter.
 - (c) Crankcase fumes disposal shall terminate in front of the radiator to prevent oil from collecting on the radiator core and reducing cooling capacity.
- iii. Furnish OSHA access steps with handrails and platforms as required.
- iv. The enclosure, including shall be certified by a Professional Engineer (P.E.) licensed in the State of Florida to be design rated for a wind load resistance up to 150 MPH.
- v. Enclosures shall come complete with all required louvers, man doors, lighting, screening, electrical, panels, etc. in accordance with specification section 26 32 13.
- vi. Housing shall be attached to generator set mounting base and radiator cowling. Furnish removable panels on each side, complete with lockable doors. A hinged and lockable door shall be provided over instrument panel.
- vii. Sound attenuation, mufflers/silencers, and exhaust piping per specification section 26 32 13.

B. Automatic Transfer Switch (ATS)

- i. Two (2) automatic transfer switches per drawings E012 and E016. revised to one per addendum 3
- ii. Each ATS is to comply with specification section 26 36 00.
- iii. Each ATS is to be appropriately sized per specification section 26 36 00 and include a manual switch operation.
- iv. Automatic transfer switches shall be equipped with bypass/isolation switches.
- v. A digital communication interface shall be provided for each ATS.
- vi. All interior automatic transfer switches shall comply with level 1 equipment according to NFPA 110.

C. Fuel Tanks

- i. ~~Day tanks~~ and bulk tanks are included in accordance with the Contract Documents.
- ii. Fuel oil storage shall comply with NFPA 30.
- iii. Day tank shall comply with UL 142, freestanding, factory fabricated fuel tank assembly, with integral, float controlled transfer pump with features as specified in section 26 32 13.

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- ~~(a) Containment shall be integral rupture basin with a capacity of 150% of nominal capacity of day tank.~~
- ~~(b) Tank capacity shall allow for an uninterrupted period of 4 hours operation at 100% of rated power output.~~
- iv. Furnish all tank accessories for a complete package including measuring dip sticks, vent lines, vent fittings, fill system, gauges, overfill protection, tank openings and piping connections as required for a complete fuel tank system.
- v. Furnish UL Certification.
- vi. Fuel oil tanks shall comply with UL 142 and be able to house fuel for a 5-day continuous operation at 75% rated power output.
- vii. Tanks shall have exterior protective UV resistant coatings and warning signs.
- viii. System shall adhere to all FDEP and state delivery and testing requirements.
- ix. Fuel tank needs to arrive with vacuum for FDEP inspection.
- x. Includes all required leak and level instruments.
- xi. Furnish tank gauge and leak detection system as indicated in the plans. Leak detection system shall require no on-site work other than providing power to the panel. Supplier must be present for FDEP inspections.
- D. Miscellaneous accessories to be provided include, but are not limited to, the following:
 - i. All maintenance materials as required by the Contract Documents
 - ii. Vibration dampeners
 - iii. Control panels with HMI as required
 - iv. Jacket heaters
 - v. Mufflers/ and silencers
 - vi. Starting system and related components
 - vii. All flex connections
 - viii. Five (5) additional inlet air filters are to be provided for the course of construction

6.1.4 General Items

- A. Systems shall arrive complete and fully assembled. Only final terminations to equipment shall be required. All properly sized lugs and/or adapters are required to be provided by the Supplier.
- B. Generator systems include, but not limited to engine starting system, including batteries and charger, instrument/generator control panels, ERMS, circuit breakers, jacket water heater(s), alternator, engine cooling radiator, protective housing, day tanks, exhaust silencer, annunciator panel, wall thimble, and accessories.
- C. Furnish and install all generator and ATS termination lugs as required per the Contract Documents.
- D. Provide equipment grounding connections for diesel engine-driven generator unit as indicated in specification section 26 32 13 & 26 05 26.
- E. Furnish complete cooling system, coolant heater, shunt trips as indicated in the Contract Documents, elastomeric vibration isolators pads and steel spring vibration isolators to an inertia base in accordance with manufacturer's instructions.
- F. Multiple mobilizations for delivery, installation certification, system calibration, load bank testing, troubleshooting, power-loss testing, etc. will be required as part of this package.
- G. All equipment shall come equipped with proper rigging points so that it can be removed from the delivering truck and set in place with one motion of a crane.
- H. Package shall come pre-assembled such that only the electrical connections for power and controls.

- I. All anchor bolts and isolation measures ARE INCLUDED in this scope. Design of the anchor bolt hardware is included in the scope of supply. Anchor design is to be signed/sealed by a PE registered in the state of Florida.
- J. All hardware to be 316SS unless specifically noted otherwise.
- K. A bill of materials shall be provided to Contractor with the bid.
- L. Nameplates and labels shall be supplied.
- M. Adequate supply of each type of lubricant shall be supplied to ensure equipment is properly lubricated prior to start up.

6.2 BID ALTERNATIVES

- 6.2.1 Provide breakout pricing for any and all bid alternatives as required on the package Bid Form.

6.3 GENERAL REQUIREMENTS

- 6.3.1 The Supplier shall thoroughly review the City of DeLand Standards. When the Standards differ from the Specifications the more stringent will govern. When the Standards lists approved manufacturers, the Supplier shall provide materials and/or equipment from manufacturers listed in the Standards. If the Standards and Specifications both provide a list of manufacturers, supply the material and/or equipment from a manufacturer listed in both documents.
- 6.3.2 The Supplier shall be bound to the Contractor to the same extent the Contractor is bound to the Owner by the terms of the Contract Documents.
- 6.3.3 The Supplier shall provide a dedicated project manager for the project. This project manager shall remain actively involved in the project for the entire duration of the project. The project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.3.4 Provide all management necessary to adequately support field activities and maintain project schedule.
- 6.3.5 The Supplier will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.3.6 This is a lump sum agreement, including freight and all applicable taxes. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the Signed Agreement for review and approval by the Contractor Project Manager. No billing will be accepted without a mutually agreed upon Schedule of Values.
- 6.3.7 **No escalation is permitted. Pricing shall remain firm through project duration.**
- 6.3.8 All material supplied shall be coordinated with the applicable Specifications and Drawings. The Supplier is responsible for reviewing and assuring that the product is correct for the application and installation.
- 6.3.9 All components shall comply with all stated AWWA, AISI, ACI, SAE, CDA, and ASTM standards listed in the Contract Documents.
- 6.3.10 OSHA, Plant, and the Contractor safety standards shall be followed at all times.
- 6.3.11 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.

- 6.3.12 Scope of Work shall follow all Federal, State and Local Codes.
- 6.3.13 All equipment will be labeled and tagged in accordance with the Contract Documents.
- 6.3.14 For where Drawing sheets are called out for work, the work is not limited to those Drawings. All associated work that may be shown on other drawings and indicated in the applicable Specifications is included in this scope of work.

6.4 PROJECT SCHEDULE

- 6.4.1 The Supplier shall provide a detailed schedule for the Scope of Work being performed. The Supplier shall coordinate with the Contractor to ensure the detailed schedule conforms to the overall Project Schedule. The Supplier shall update this Scope of Work Schedule each month and provide a written update to the Contractor.
- 6.4.2 Lead times for equipment will be determined by the lead time provided on the bid form and from written release by Contractor.
- 6.4.3 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.
- 6.4.4 The Supplier will be responsible for all Contractor extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.
- 6.4.5 The Supplier shall account for not working on holidays and still plan for the Scope of Work to be completed per the overall Project Schedule. Holidays shall include those observed by the Owner, the Contractor, and the Supplier. The Contractor observes the following holidays:
 - A. New Year's Day
 - B. Memorial Day
 - C. Independence Day
 - D. Labor Day
 - E. Thanksgiving Day
 - F. Day after Thanksgiving
 - G. Christmas Day

6.5 SUBMITTAL REQUIREMENTS

- 6.5.1 The Supplier shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Supplier shall provide a list of anticipated submittals for the Scope of Work. The Supplier shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.5.2 All submittals shall be provided per the requirements of Specification Section 01 33 23, and are to be delivered to the CMAR in accordance with the lead time provided in the bid form.
- 6.5.3 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.5.4 All submittals shall have an annotated specification.

- 6.5.5 All submittals shall be provided with a cover page listing the following information:
- A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Supplier's contact information
 - E. Manufacturer's contact information
- 6.5.6 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
- A. Complete model number
 - B. The tag number of each per the Contract Documents (if applicable)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.5.7 It is the Supplier's sole responsibility to ensure submittals are complete and accurate for the complete scope of this agreement. Coordination of submittal information from others working under the Supplier is the sole responsibility of the Supplier. Supplier shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.5.8 Revised submittals shall include a comment response document, this document shall respond to every comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser. Resubmittals are due to the Contractor within fourteen (14) calendar days from the returned submittal.
- 6.5.9 Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.5.10 The Supplier may be responsible for any costs incurred by the Contractor due to excessive submittal revisions.
- 6.5.11 The Supplier shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.5.12 AIS Submittal Requirements - All material provided as part of this bid shall be in compliance with all American Iron and Steel (AIS) requirements. Job specific certification of compliance is required for all applicable items furnished. It is the Subcontractor's/Supplier's responsibility to submit certification letters that reference the SRF number and all pertinent project information with the material submittals.
- 6.6 MATERIAL RECEIVING, INVENTORY, STORAGE, AND MAINTENANCE**
- 6.6.1 Delivery, Storage, and Handling – All equipment and material shall be crated, marked, and must be accompanied by an itemized delivery ticket.

- 6.6.2 All deliveries shall be made between 7am-3pm M-F; all deliveries shall be escorted onto the site by Wharton-Smith, Inc. A 72-hour notice to Wharton Smith's Superintendent will be required prior to any deliveries.
- 6.6.3 All materials must be submitted upon and approved prior to being sent to the jobsite, all non-approved items may be rejected and returned at the Supplier's cost.
- 6.6.4 Supplier shall coordinate all deliveries with the Construction Manager with a minimum of forty-eight (48) hour notice. Supplier shall only schedule deliveries within normal work hours, unless otherwise agreed upon in writing.

6.7 INSTALLATION, OPERATION, AND MAINTAINENCE MANUALS

- 6.7.1 One (1) electronic preliminary, four (4) final hard copies, and one (1) final electronic copy on a USB Flash Drive properly labeled.
- 6.7.2 O&M manuals (preliminary) are due no later than thirty (30) days after approved submittals.
- 6.7.3 All manuals shall be provided as specified within the Contract Documents. If additional information is required for formatting of the manuals, the Supplier's is responsible to submit a request in writing to verify the formatting of the manual in order to prevent excessive submittal revisions.
- 6.7.4 Any changes made to equipment due to punch list, operational conditions, problems, adjustments, or warranty issues will require updated As-Built drawings which will need to be incorporated into final O&M Manuals by Supplier.
- 6.7.5 The Supplier may be responsible for any costs incurred by the Contractor due to excessive manuals revisions.

6.8 START-UP, MANUFACTURER SERVICES, AND TRAINING

- 6.8.1 Supplier shall be responsible to ensure all manufacturer's services are performed as required by the Contract Documents. Services may include, but are not limited to offsite testing, site inspections, installation instruction and supervision, inspection of final installation, start-up and check-out, field testing, and training. The Supplier shall be responsible for all costs resulting from cancelling, rescheduling, repeating manufacturer services.
- 6.8.2 If the Contract Documents detail the minimum number of days or trips required by the manufacturer, the Supplier shall be responsible to determine quantity detailed is adequate and include any costs for additional trips or days as the Supplier deems necessary for completion of the Scope of Work.
- 6.8.3 The Supplier shall review the requirements of Specification Section 01 75 16 and provide all services and efforts required to complete the check-out, start-up, testing, and initial operational of the equipment and process systems. This also includes planning, coordination, onsite support, and troubleshooting.
- 6.8.4 At least two months prior to training the Supplier will provide a submittal for the required training. At a minimum the submittal shall include the following:
 - A. A cover page as defined in the submittal section of this Attachment.
 - B. A detailed syllabus of the training course(s), including approximate training times for each section as listed under the syllabus.
 - C. All course material to be provided during the training.

6.9 SPARE PARTS

- 6.9.1 Supplier shall supply all spare parts as required in the Contracts Documents. All spare parts will be packaged and properly labeled as described in the Contract Documents.
- 6.9.2 All spare parts to be provided shall be clearly detailed within the submittal documents, including but not limited to; quantity, description, part number, and manufacturer.
- 6.9.3 Supplier shall maintain ownership of all spare parts until the Owner is ready to accept turnover of the spare parts. Spare parts are not to be provided until formally released by the Contractor. Contractor will not accept delivery of spare parts that are not explicitly released.

6.10 INSURANCE

- 6.10.1 Supplier shall provide the minimum insurance limits required to meet the requirements in this purchase order and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.10.2 The Supplier shall maintain a worker's compensation insurance policy for the complete scope of services. The Supplier shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.

6.11 TEAM PLAYER

- 6.11.1 Contractor will be utilizing a software called Team Player in order to process monthly pay applications. The fee for this service is \$10.00 per Pay Application, regardless on the number of revisions in a given month. Please review the Team Player Welcome Letter that has been included in the Bidding Documents which contains embedded links for training documentation and videos. This will be a requirement for all Suppliers on this and future Contractor Projects.

6.12 WARRANTY

- 6.12.1 Supplier shall warranty Scope of Work as required by the Contract Documents. At a minimum, all work shall be warranted for a period of two (2) years from date of final acceptance by the owner or the manufacturer's standard warranty period, whichever is greater.
- 6.12.2 Warranty shall cover all necessary labor, equipment, and replacement parts necessary resulting from faulty design, assembly, workmanship, or any other failure of equipment and components furnished by the manufacturer.
- 6.12.3 All warranties shall commence on the date of Owner acceptance without exception. Supplier shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Generator Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Ring Power CorporationContact Name: Jake Bechtol Title: Power Generation Sales RepAddress: 500 World Commerce Pkwy.
St. Augustine FL 32092Phone Number: 407-472-6242 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--|
| ☐ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☒ | Clarifications (if Applicable) Per Ring Power |
| ☐ | MBE/WBE/DBE Participation Quote JB23061 |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Generator(s) Package	1	LS	\$ <u>1,149,500.00</u>	\$ <u>1,218,470.00 w/State Tax</u>
2.	Automatic Transfer Switch(es) Package	1	LS	\$ <u>42,900.00</u>	\$ <u>45,524.00 w/State Tax</u>
3.	Start-Up Services	10	DAY	\$ <u>Included</u>	\$ <u>Included</u>
4.	Performance & Payment Bond	1	LS	\$ <u>5,730.00</u>	\$ <u>\$6,073.00 w/State Tax</u>
5.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>1,270,167.00 w/State Tax</u>

One Million, Two Hundred-Seventy Thousand, One Hundred and Sixty-Seven Dollars 00/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Per attached Ring Power Quote JB230061 (Rev 1)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package – Generator Package	<u>42</u>
2.	Lead Time – Generators	<u>420 estimated</u>
3.	Lead Time – Transfer Switches	<u>350 estimated</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):	YES	☒ NO
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):	YES	☒ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

	Jake Bechtol, EPG Sales Rep	8/3/23
Signature	Print Name / Title	Date

Adam Bergdahl

From: Manu Kanjirathunkal <manu.kanjirathunkal@cummins.com>
Sent: Wednesday, August 2, 2023 10:49 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Nichole Voitel
Subject: RE: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades
Attachments: Package 15 DeLand - Wiley M. Nash WRF - Bid Manual - Generator - Cummins Rev 1.pdf; Q-189614-20230802-2151 - Wiley M. Nash WRF Upgrades - 1250kW.pdf; C1250D6E 1250kW.pdf; Q-189616-20230802-2213 - Wiley M. Nash WRF Upgrades - 600kW.pdf; DQCA 600kW.pdf

Hi Adam,

Please see attached quotes for the subject project. Note that the bid is based on the revised drawings included with addendum 3 rather than the revised bid manual that came with addendum 2. Let me know if anything needs to be modified.

Thanks,

Manu

Manu Kanjirathunkal

Senior Sales Executive, Power Generation
Southern United States

Cummins Sales and Service
4820 N Orange Blossom Trail
Orlando, FL 32810

Cell: (614) 813-6553
manu.kanjirathunkal@cummins.com
www.cummins.com

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From: Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com>
Sent: Wednesday, August 2, 2023 1:51 PM
To: Manu Kanjirathunkal <manu.kanjirathunkal@cummins.com>
Subject: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

EXTERNAL SENDER: This email originated outside of Cummins. Do not click links or open attachments unless you verify the sender and know the content is safe.

A MESSAGE

From: Wharton-Smith, Inc. -Water Division-
Estimating
Sent: Wednesday, August 2, 2023 1:50 PM ET
Email: dkreidler@whartonsmith.com
Phone: (407) 321-8410
Fax: (407) 330-1092



Manu Kanjirathunkal from Cummins.

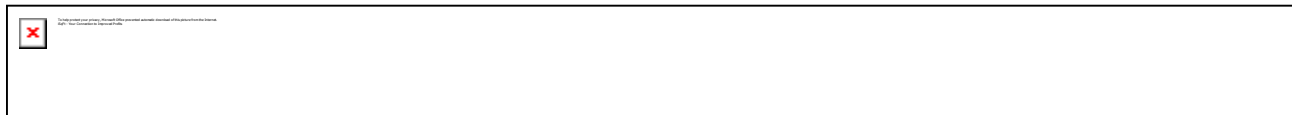
Message:

Just a reminder bids are due tomorrow, August 3rd by 2:00 PM EST. As stated in Addendum 1, all bids shall be submitted electronically to Adam Bergdahl at abergdahl@whartonsmith.com. All bids must be submitted on the Bid Form provided within the bid manual to be considered responsive.

[Click here to view the project](#)

Access Number: PJH3-SZD6

For help, visit <http://www.isqft.com/start/pages/contact-support/> or call us at (877) 4CC-TOOL (422-8665).



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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Generator Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Cummins

Contact Name: Manu Kanjirathunkal Title: Senior Sales Executive

Address: 4820 N Orange Blossom Trail
Orlando, FL 32810

Phone Number: (614) 813-6553 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☒	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated July 10, 2023 No. 2 Dated July 24, 2023

No. 3 Dated July 28, 2023 No. 4 Dated July 28, 2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Generator(s) Package	1	LS	\$ <u>894,547</u>	\$ <u>894,547</u>
2.	Automatic Transfer Switch(es) Package	1	LS	\$ <u>14,173</u>	\$ <u>14,173</u>
3.	Start-Up Services	10	DAY	\$ <u>2,000</u>	\$ <u>20,000</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>928,820</u>

Nine hundred twenty eight thousand eight hundred twenty dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package – Generator Package	<u>28</u>
2.	Lead Time – Generators	<u>455</u>
3.	Lead Time – Transfer Switches	<u>140</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

YES

☒ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Manu Kanjirathunkal

Signature

Manu Kanjirathunkal Senior Sales Executive

Print Name / Title

August 2, 2023

Date

Diesel Generator set QSK38 engine series

1250 kW-1500 kW 60 Hz
EPA emissions



Description

Cummins® commercial generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary Standby, Prime Power, and Data Center applications.

Features

Cummins heavy-duty engine - Rugged 4-cycle industrial diesel delivers reliable power, low emissions and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability and class H insulation.

G3 Capable – Consult factory for related performance rating as per ISO8528-5

HVO Fuel Compatible – Approved for use with paraffinic fuels (EN15940), including Hydrotreated vegetable oil which has a very low life cycle carbon emission

Permanent Magnet Generator (PMG) - Offers enhanced motor starting and fault clearing short circuit capability.

Control system - The PowerCommand® digital control is standard equipment and provides total genset system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, AmpSentry™ protective relay, output metering and auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

Cooling system - Standard and enhanced integral set-mounted radiator systems, designed and tested for rated ambient temperatures, simplifies facility design requirements for rejected heat.

NFPA - The genset accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a standard three-year warranty and worldwide distributor network.

Model	Standby rating	Prime rating	Data Center Continuous rating	Emissions compliance
	60 Hz kW (kVA)	60 Hz kW (kVA)	60 Hz kW (kVA)	EPA
C1250D6E	1250 (1563)	1136 (1420)	1136 (1420)	EPA Tier 2
C1500D6E	1500 (1875)	1364 (1705)	1364 (1705)	EPA Tier 2

Generator set specifications

Performance Class	ISO 8528-5 G3 Capable - refer to the factory for site and configuration specific transient performance classification
Voltage regulation, no load to full load	± 0.5%
Random voltage variation	± 1%
Frequency regulation	Isochronous
Random frequency variation	± 0.25
Electromagnetic Compatibility Performance	Emissions to EN 61000-6-2:2005 Immunity to EN 61000-6-4:2007+A1:2011 FCC PART 15 subpart B; ICES-002

Engine specifications

Bore	159 mm (6.26 in.)
Stroke	159 mm (6.26 in.)
Displacement	37.8 litres (2307 in³)
Configuration	Cast iron, V 12 cylinder
Battery capacity	1800 amps minimum at ambient temperature of -18 °C (0 °F)
Battery charging alternator	100A
Starting voltage	24 volts, negative ground
Fuel system	Cummins YZ modular common rail system
Fuel filter	Two stage spin-on fuel filter and water separator system. Stage 1 has a two element 5 micron filter and stage 2 has a two element 4 micron filter.
Air cleaner type	Dry replaceable element
Lube oil filter type(s)	Four spin-on, combination full flow filter and bypass filters
Standard cooling system	High ambient cooling system

Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	2/3 pitch
Rotor	Single bearing, flexible disc
Insulation system	Class H
Standard temperature rise	125 °C standby
Exciter type	Permanent Magnet Generator (PMG)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower fan
AC waveform total harmonic distortion (THDV)	< 5% no load to full linear load

Available voltages

60 Hz Line-Neutral/Line-Line

- 220/380 • 225/440 • 2400/4160 • 3810/6600 • 6350/11000
- 277/480 • 347/600 • 3637/6300 • 3983/6900

Note: Consult factory for other voltages.

Generator set options and accessories

Engine

- 240V thermo-statically controlled coolant heater
- 120/240V 500W lube oil heaters
- Heavy duty air cleaner
- Remote Duplex Fuel Filter
- Engine Oil Filters - Full Flow with Bypass
- Automatic Oil Make Up System and Monitoring
- Engine toolkit

Alternator

- 80°C/105°C /125°C/150°C rise
- Stator winding temp sensor 2 RTDs/phase
- Bearing temp sensor RTDs
- 1-hole or 2-hole lug output terminal
- Cable entrance box set mounted top or bottom entry
- 120/240V 225W anti-condensation heater
- Generator Louvres

Control panel

- Masterless Load Demand
- Multiple language support
- 120/240V 100W control anti-condensation heater
- Exhaust pyrometer
- Ground fault indication
- Paralleling relay package
- Shutdown alarm relay package
- Mechanical hour meter
- 6x user-configurable relays
- 8 additional I/O relays

Generator set options and accessories (continued)

Exhaust system

- Industrial grade silencer
- Residential grade silencer
- Critical grade silencer

Cooling system

- Enhanced high ambient temperature (50 °C)
- Low coolant level warning
- Coolant heater

Generator set

- Oil Sampling Valve
- 10A battery charger
- Set mounted circuit breakers up to 3200 Amps
- Circuit breaker Aux and Trip contacts
- Anti-vibration mounts
- Battery temperature sensor
- IBC Certification
- HCAI Certification

Miscellaneous

- Multilingual manuals
- 3-year extended warranty
- 5-year extended warranty
- 10-year extended warranty
- Witness testing
- Virtual witness test
- Tier 4 compliant aftertreatment kits shipped loose

Note: Some options may not be available on all models - consult factory for availability.

PowerCommand 3.3 – control system



An integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing. Refer to document S-1570 for more detailed information on the control.

AmpSentry – Includes integral AmpSentry protection, which provides a full range of alternator protection functions that are matched to the alternator provided.

Power management – Control function provides battery monitoring and testing features and smart starting control system.

Advanced control methodology – Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

Communications interface – Control comes standard with PCCNet and Modbus interface.

Service - InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

Easily upgradeable – PowerCommand controls are designed with common control interfaces.

Reliable design – The control system is designed for reliable operation in harsh environment.

Multi-language support

Operator panel features

Operator/display functions

- Displays paralleling breaker status
- Provides direct control of the paralleling breaker
- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

Paralleling control functions

- First Start Sensor™ system selects first genset to close to bus
- Phase lock loop synchronizer with voltage matching
- Sync check relay
- Isochronous kW and kVar load sharing
- Load govern control for utility paralleling
- Extended paralleling (base load/peak shave) mode
- Digital power transfer control, for use with a breaker pair to provide open transition, closed transition, ramping closed transition, peaking and base load functions.

Alternator data

- Line-to-Neutral and Line-to-Line AC volts
- 3-phase AC current
- Frequency
- kW, kVar, power factor kVA (three phase and total)

Engine data

- DC voltage
- Engine speed
- Lube oil pressure and temperature
- Coolant temperature
- Comprehensive FAE data (where applicable)

Other data

- Genset model data
- Start attempts, starts, running hours, kW hours
- Load profile (operating hours at % load in 5% increments)
- Fault history
- Data logging and fault simulation (requires InPower)

Standard control functions

Digital governing

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire Line-to-Line sensing
- Configurable torque matching

AmpSentry AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse Var shutdown
- Field overload shutdown

Standard control functions (continued)-

Engine protection

- Battery voltage monitoring, protection and testing
- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Full authority electronic engine protection

Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Exerciser clock and time of day start/stop
- Data logging
- Cycle cranking
- Load shed
- Configurable inputs and outputs (4)
- Remote emergency stop

Options

- Auxiliary output relays (2)

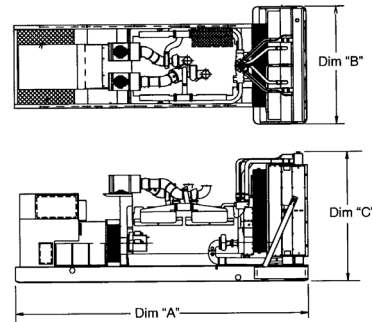
Ratings definitions

Emergency Standby Power (ESP):

Applicable for supplying power to varying electrical loads for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046. Data shown above represents gross engine performance and capabilities as per ISO 3046-1, obtained and corrected in accordance with ISO 15550

Prime Power (PRP):

Applicable for supplying power to varying electrical loads for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046. Data shown above represents gross engine performance and capabilities as per ISO 3046-1, obtained and corrected in accordance with ISO 15550



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

Do not use for installation design

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set weight* dry kg (lbs)	Set weight* wet kg (lbs)
C1250D6E	5085 (200)	2184(86)	2406(94.7)	9197 (20276)	9687 (21357)
C1500D6E	5085 (200)	2184(86)	2406(94.7)	9231 (20351)	9721 (21431)

*Note: Weights represent a set with standard features. See outline drawings for weights of other configurations.

Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

ISO 9001	This product was manufactured in a plant whose quality management system is registered as being in conformity with ISO 9001		UL Listing to UL 2200, "Stationary Engine Generator Assemblies" is available for this genset model
	The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.	U.S. EPA	Engine certified to Stationary Emergency U.S. EPA New Source Performance Standards, 40 CFR 60 subpart IIII Tier 2 exhaust emission levels. U.S. applications must be applied per this EPA regulation.
	All genset models are available as CSA certified to CSA C22.2 No. 100	International Building Code	The generator set package is available certified for seismic application in accordance with International Building Code

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open

For more information contact your local Cummins distributor or visit power.cummins.com

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Generator set data sheet

Model:	C1250D6E
Frequency:	60 Hz
Fuel type:	Diesel
kW rating:	1250 Standby
	1136 Prime
	1136 Data Center Continuous
Emissions level:	EPA NSPS Stationary Emergency Tier 2

Exhaust emission data sheet:	EDS-3087
Exhaust emission compliance sheet:	EPA-2065
Sound performance data sheet:	MSP-4121
Cooling performance data sheet:	MCP-2176
Prototype test summary data sheet:	
Standard set-mounted radiator cooling outline:	A062V279
Optional set-mounted radiator cooling outline:	A062V279

	Standby				Prime				Data Center Continuous			
Fuel consumption	kW (kVA)				kW (kVA)				kW (kVA)			
Ratings	1250 (1563)				1136 (1420)				1136 (1420)			
Load	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full
US gph	28	49	70	90.9	25.8	45	63.6	84.1	25.8	45	63.6	84.1
L/hr	105	185	266	345	98	170	241	318	98	170	241	318

Engine	Standby rating	Prime rating	Data Center Continuous
Engine manufacturer	Cummins Inc.		
Engine model	QSK38-G17		
Configuration	Cast iron, V12 cylinder		
Aspiration	Turbocharged and Charge Air Cooled		
Gross engine power output, kWm (bhp)	1399 (1876)	1265 (1697)	1265 (1697)
BMEP at set rated load, kPa (psi)	4935 (716)	4422 (641)	4422 (641)
Bore, mm (in.)	159 (6.26)		
Stroke, mm (in.)	159 (6.26)		
Rated speed, rpm	1800		
Piston speed, m/s (ft/min)	9.54 (1878)		
Compression ratio	14.3:1		
Lube oil capacity, L (gal)	117 (30.9)		
Overspeed limit, rpm	2070		
Regenerative power, kW	124		

Fuel flow

Maximum return fuel flow, L/hr (US gph)	397 (105)
Maximum fuel inlet restriction, kPa (in Hg)	25 (7.4)
Maximum fuel inlet temperature, °C (°F)	70 (158)

Air

	Standby rating	Prime rating	Data Center Continuous
Combustion air, m³/min (cfm)	119 (4211)	115 (4066)	115 (4066)
Maximum air cleaner restriction, kPa (in H ₂ O)	3.7 (15)		
Alternator cooling air, m³/min (cfm)	136 (4803)		

Exhaust

Exhaust flow at set rated load, ft³/min (L/sec)	10035 (4736)	9607 (4534)	9607 (4534)
Exhaust temperature, °C (°F)	490 (913)	479 (893)	479 (893)
Maximum back pressure, kPa (in Hg)	10.1 (3.0)		

Standard set-mounted radiator cooling

Standard set-mounted radiator cooling		
Ambient design, °C (° F)	46 (115)	
Fan load, kW (HP)	66 (88.5)	
Coolant capacity (with radiator), L (US gal)	272 (72)	
Cooling system air flow, m³/min (acfm)	994.5 (35121)	
Total heat rejection, MJ/min (Btu/min)	57.13 (54148)	52.3 (49586)
Maximum cooling air flow static restriction, kPa (in H ₂ O)	0.12 (0.5)	
Maximum fuel return line restriction kPa (in Hg)	33.8 (10)	

Optional set-mounted radiator cooling

Optional wet-mounted radiator cooling			
Ambient design, °C (°F)	55.0 (131)		
Fan load, kW (HP)	73.5 (98.6)		
Coolant capacity (with radiator), L (US gal)	272 (72)		
Cooling system air flow, m³/min (acfm)	1377 (48615)		
Total heat rejection, MJ/min (Btu/min)	57.13 (54148)	52.3 (49586)	52.3 (49586)
Maximum cooling air flow static restriction, kPa (in H ₂ O)	0.12 (0.5)		
Maximum fuel return line restriction, kPa (in Hg)	33.8 (10)		

Weights

Unit dry weight kgs (lbs)	9197 (20276)
Unit wet weight kgs (lbs)	9687 (21357)

Notes:

¹ Weights represent a set with standard features. See outline drawing for weights of other configurations.

Derating factors

Standby -	<u>Standard cooling system:</u> Full genset power available up to 2621 m (8600 ft) and ambient temperatures up to 40 °C (104 °F). Above these conditions, derate of 3.75% per 304.8 m (1000 ft) and 35.5% per 10 °C (50 °F). <u>Enhanced cooling system:</u> Full genset power available up to 1707 m (5600 ft) and ambient temperatures up to 50 °C (122 °F). Above these conditions, derate of 4% per 304.8 m (1000 ft) and 35.5% per 10 °C (50 °F).
Prime -	<u>Standard cooling system:</u> Full genset power available up to 2499.4 m (8200 ft) and ambient temperatures up to 40 °C (104 °F). Above these conditions, derate of 2.5% per 304.8 m (1000 ft) and 37.5% per 10 °C (50 °F). <u>Enhanced cooling system:</u> Full genset power available up to 1402.1 m (4600 ft) and ambient temperatures up to 50 °C (122 °F). Above these conditions, derate of 4% per 304.8 m (1000 ft) and 37.5% per 10 °C (50 °F).
Data Center Continuous	<u>Standard cooling system:</u> Full genset power available up to 2499.4 m (8200 ft) and ambient temperatures up to 40 °C (104 °F). Above these conditions, derate of 2.5% per 304.8 m (1000 ft) and 37.5% per 10 °C (50 °F). <u>Enhanced cooling system:</u> Full genset power available up to 1402.1 m (4600 ft) and ambient temperatures up to 50 °C (122 °F). Above these conditions, derate of 4% per 304.8 m (1000 ft) and 37.5% per 10 °C (50 °F).

Ratings definitions

Emergency Standby Power (ESP):	Prime Power (PRP):
Applicable for supplying power to varying electrical loads for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, Data shown above represents gross engine performance and capabilities as per ISO 3046-1, obtained and corrected in accordance with ISO 15550	Applicable for supplying power to varying electrical loads for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, Data shown above represents gross engine performance and capabilities as per ISO 3046-1, obtained and corrected in accordance with ISO 15550

Formulas for calculating full load currents:

Three phase output	Single phase output
$\frac{\text{kW} \times 1000}{\text{Voltage} \times 1.73 \times 0.8}$	$\frac{\text{kW} \times \text{SinglePhaseFactor} \times 1000}{\text{Voltage}}$

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

For more information contact your local Cummins distributor or visit power.cummins.com

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August 2, 2023

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C1250D6E, Diesel Genset, 60Hz, 1250kW U.S. EPA, Stationary Emergency Application Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Duty Rating - Standby Power (ESP) Alternator - 60Hz, Wye, 380 - 480V, 125C - Standby - Voltage - 277/480, 3 Phase, Wye, 4 Wire - Alternator Heater, 240 Volt AC PowerCommand 3.3 Controller - Control Mounting - Front Facing - Control Display Language - English - Analog Meters - AC Output - AmpSentry™ UL Listed Protective Relay - Alarm - Audible, Engine Shutdown - LCD Control Display - Display, Running Time - Signals - Auxiliary, 8 Inputs/8 Outputs - Relays - User Configured Circuit Breaker - Circuit Breaker - Single - Motorized Circuit Breaker - Right - Right Side Breaker - Bottom Entry, Right Side - Circuit Breaker - 2000A, 3P, 600 / 690V, UL / IEC, Right - Indication - Ground Fault, Right Side Battery Charging Alternator Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz Fuel Filters - Engine, Single Water in Fuel (WIF) sensor Low fuel pressure sensor Shutdown - Low Coolant Level Warning - Low Coolant Level Temperature independent coolant heater (208/240) Engine Air Cleaner - Normal Duty Air cleaner restriction indicator (Mechanical) Engine Oil Filters, Full Flow with Bypass Engine Starter - 24 Volt DC Motor Fuel Hoses Cummins Certified Test Record Standby 3 Year Warranty	1
2	Enclosure & Tank Coastline Power Solutions Walk-in Enclosure UL142 Sub-base tank 5-day continuous operation at 75% rated power output OSHA Compliant Stairs and Walkways	1
3	Preventive maintenance agreement - 12 months	1
4	Annunciator-Panel Mounted with Enclosure (RS485)	1
5	E STOP BRK Glass NEMA 3 w/ contacts	1
6	Startup & 4 Hr. Load Bank Testing	1

TOTAL: \$ 572,773.00

Quote value does not include any tax.

NOTES:

- Proposal based upon supplied **E012, 26 32 13 & 26 36 00** documents dated **07/26/2023** only.
 - Anchor bolt design and procurement to be by others.
 - Specification 26 32 13, section 2.04.B, deviation: Coastline to provide 5-day tank @ 75% burn rate per section 2.04.C in lieu of free-standing day tank per section 2.04.B.
 - Specification 26 32 13, section 2.08.A, deviation: Enclosure to be built of aluminum in lieu of steel for improved corrosion resistance.
 - Specification 26 32 13, section 2.08.B.1&2, deviation: Specification calls for both fixed and automatic intake/discharge louvers/dampers, Coastline to provide aluminum fixed intake louvers and gravity (automatic) discharge dampers.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:** Cummins **3-year** warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:** Generator Maintenance Agreement is included and additional years will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Manu Kanjirathunkal, Senior Sales Executive - PG Commercial
manu.kanjirathunkal@cummins.com
(614) 813-6553

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.



Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.
05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and

is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments,

costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Set Data Sheet



Model: DQCA
Frequency: 60 Hz
Fuel type: Diesel
kW rating: 600 Standby
 545 Prime
Emissions level: EPA NSPS Stationary Emergency Tier 2

Exhaust emission data sheet:	EDS-1086
Exhaust emission compliance sheet:	EPA-1120
Sound data sheet:	MSP-1158
Sound data sheet – with seismic feature codes L228-2 (IBC) and/or L225-2 (OSHDP):	MSP-1011
Cooling system data in various ambient conditions:	MCP-247
Cooling system data in various ambient conditions – with seismic feature codes L228-2 (IBC) and/or L225-2 (OSHDP):	MCP-173
Prototype test summary data sheet:	PTS-160

	Standby				Prime				Continuous
Fuel Consumption	kW (kVA)				kW (kVA)				kW (kVA)
Ratings	600 (750)				545 (681)				
Load	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full	Full
US gph	13.0	22.5	33.0	42.0	12.0	21.0	30.0	38.5	
L/hr	49.2	85.2	124.9	159.0	45.4	79.5	113.6	145.7	

Engine	Standby Rating		Prime Rating		Continuous Rating
Engine manufacturer	Cummins Inc.				
Engine model	QSK23-G7 NR2				
Configuration	Cast iron, in line 6 cylinder				
Aspiration	Turbocharged and air-to-air after-cooled				
Gross engine power output, kWm (bhp)	910 (1220)		809 (1085)		
BMEP at set rated load, kPa (psi)	1944 (282)		1752 (254)		
Bore, mm (in.)	170 (6.69)				
Stroke, mm (in.)	170 (6.69)				
Rated speed, rpm	1800				
Piston speed, m/s (ft/min)	10.21 (2010)				
Compression ratio	16:1				
Lube oil capacity, L (qt)	102 (108)				
Overspeed limit, rpm	2100				
Regenerative power, kW	93				

Fuel Flow

Maximum fuel flow, L/hr (US gph)	685 (181)	
Maximum fuel inlet restriction, kPa (in Hg)	13.44 (4)	
Maximum fuel inlet temperature, °C (°F)	71 (160)	

Air	Standby Rating	Prime Rating	Continuous Rating
Combustion air, m ³ /min (scfm)	59 (2081)	56 (1961)	
Maximum air cleaner restriction, kPa (in H ₂ O)	6.2 (25)		
Alternator cooling air, m ³ /min (cfm)	117 (4156)		

Exhaust

Exhaust flow at set rated load, m ³ /min (cfm)	137 (4830)	128 (4515)	
Exhaust temperature, °C (°F)	440 (824)	429 (804)	
Maximum back pressure, kPa (in H ₂ O)	10.1 (40.8)		

Standard Set-mounted Radiator Cooling (non-seismic)

Ambient design, °C (°F)	50 (122)		
Fan load, kW _m (HP)	24 (32)		
Coolant capacity (with radiator), L (US gal)	109.5 (29)		
Cooling system air flow, m ³ /min (scfm)	1069.8 (37779.6)		
Total heat rejection, MJ/min (Btu/min)	26.4 (25002)	23.9 (22706)	
Maximum cooling air flow static restriction, kPa (in H ₂ O)	0.12 (0.5)		
Maximum fuel return line restriction kPa (in Hg)	30.47 (9)		

Optional Set-mounted Radiator Cooling (with seismic feature codes L228-2 (IBC) and/or L225-2 (OSHPD))

Ambient design, °C (°F)	50 (122)		
Fan load, kW _m (HP)	27 (36)		
Coolant capacity (with radiator), L (US gal)	89 (23.5)		
Cooling system air flow, m ³ /min (scfm)	1252 (44183)		
Total heat rejection, MJ/min (Btu/min)	26.4 (25002)	23.9 (22706)	
Maximum cooling air flow static restriction, kPa (in H ₂ O)	0.12 (0.5)		
Maximum fuel return line restriction kPa (in Hg)	30.47 (9)		

Optional Heat Exchanger Cooling	Standby Rating	Prime Rating	Continuous Rating
Set coolant capacity, L (US gal)			
Heat rejected, jacket water circuit, MJ/min (Btu/min)			
Heat rejected, aftercooler circuit, MJ/min (Btu/min)			
Heat rejected, fuel circuit, MJ/min (Btu/min)			
Total heat radiated to room, MJ/min (Btu/min)			
Maximum raw water pressure, jacket water circuit, kPa (psi)			
Maximum raw water pressure, aftercooler circuit, kPa (psi)			
Maximum raw water pressure, fuel circuit, kPa (psi)			
Maximum raw water flow, jacket water circuit, L/min (US gal/min)			
Maximum raw water flow, aftercooler circuit, L/min (US gal/min)			
Maximum raw water flow, fuel circuit, L/min (US gal/min)			
Minimum raw water flow at 27 °C (80 °F) inlet temp, jacket water circuit, L/min (US gal/min)			
Minimum raw water flow at 27 °C (80 °F) inlet temp, aftercooler circuit, L/min (US gal/min)			
Minimum raw water flow at 27 °C (80 °F) inlet temp, fuel circuit, L/min (US gal/min)			
Raw water delta P at min flow, jacket water circuit, kPa (psi)			
Raw water delta P at min flow, aftercooler circuit, kPa (psi)			
Raw water delta P at min flow, fuel circuit, kPa (psi)			
Maximum jacket water outlet temp, °C (°F)			
Maximum aftercooler inlet temp, °C (°F)			
Maximum aftercooler inlet temp at 25 °C (77 °F) ambient, °C (°F)			
Maximum fuel return line restriction, kPa (in Hg)			

Optional Remote Radiator Cooling¹

Set coolant capacity, L (US gal)			
Max flow rate at max friction head, jacket water circuit, L/min (US gal/min)			
Max flow rate at max friction head, aftercooler circuit, L/min (US gal/min)			
Heat rejected, jacket water circuit, MJ/min (Btu/min)			
Heat rejected, aftercooler circuit, MJ/min (Btu/min)			
Heat rejected, fuel circuit, MJ/min (Btu/min)			
Total heat radiated to room, MJ/min (Btu/min)			
Maximum friction head, jacket water circuit, kPa (psi)			
Maximum friction head, aftercooler circuit, kPa (psi)			
Maximum static head, jacket water circuit, m (ft)			
Maximum static head, aftercooler circuit, m (ft)			
Maximum jacket water outlet temp, °C (°F)			
Maximum aftercooler inlet temp at 25 °C (77 °F) ambient, °C (°F)			
Maximum aftercooler inlet temp, °C (°F)			
Maximum fuel flow, L/hr (US gph)			
Maximum fuel return line restriction, kPa (in Hg)			

Weights²

Unit dry weight kgs (lbs)	6075 (13395)
Unit wet weight kgs (lbs)	6337 (13973)

Notes:

¹ For non-standard remote installations contact your local Cummins representative.

² Weights represent a set with standard features. See outline drawing for weights of other configurations.

Derating Factors

Standby	Engine power available up to 2705 m (8875 ft) at ambient temperatures up to 40 °C (104 °F). Above these elevations, derate at 4.4% per 305 m (1000 ft). Above 40 °C (104 °F), derate 10% per 10 °C (18 °F).
Prime	Engine power available up to 2641 m (8665 ft) at ambient temperatures up to 40 °C (104 °F). Above these elevations, derate at 4.5% per 305 m (1000 ft). Above 40 °C (104 °F), derate 20.9% per 10 °C (18 °F).
Continuous	

Ratings Definitions

Emergency Standby Power (ESP):	Limited-Time Running Power (LTP):	Prime Power (PRP):	Base Load (Continuous) Power (COP):
Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.	Applicable for supplying power to a constant electrical load for limited hours. Limited-Time Running Power (LTP) is in accordance with ISO 8528.	Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.	Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) is in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514. No sustained overload capability is available at this rating.

Alternator Data

Voltage	Connection ¹	Temp Rise Degrees C	Duty ²	Single phase Factor ³	Max surge kVA ⁴	Winding No.	Alternator Data Sheet	Feature Code
208-240/416-480	Wye	125/105	S/P		3657	311	ADS-631	BC34-2
400	Wye	125/105	S/P		2944	311	ADS-309	BC35-2
400	Wye	125/105	S/P		2944	312	ADS-309	BC36-2
600	Wye	125/105	S/P		2944	7	ADS-309	B300-2
208/416	Wye	80	S		3657	311	ADS-631	BC44-2
208/416	Wye	105/80	S/P		3657	311	ADS-631	B733-2
380	Wye	125/105	S/P		3657	311	ADS-631	BC37-2
380	Wye	105/80	S/P		3657	311	ADS-631	BC43-2
480	Wye	105	S		3657	311	ADS-631	B876-2
480	Wye	80	P		3657	311	ADS-631	B879-2
600	Wye	105/80	S/P		2944	7	ADS-309	B301-2
480	Wye	80	S		3657	311	ADS-631	B878-2
380	Wye	80	S		4200	311	ADS-632	B870-2
600	Wye	80	S		2944	7	ADS-309	B604-2

Notes:

¹ Limited single phase capability is available from some three phase rated configurations. To obtain single phase rating, multiply the three phase kW rating by the Single Phase Factor³. All single phase ratings are at unity power factor.

² Standby (S), Prime (P) and Continuous ratings (C).

³ Factor for the *Single-phase output from Three phase alternator* formula listed below.

⁴ Maximum rated starting kVA that results in a minimum of 90% of rated sustained voltage during starting.

Formulas for Calculating Full Load Currents:

Three phase output	Single phase output
$\frac{\text{kW} \times 1000}{\text{Voltage} \times 1.73 \times 0.8}$	$\frac{\text{kW} \times \text{SinglePhaseFactor} \times 1000}{\text{Voltage}}$

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

For more information contact your local Cummins distributor or visit power.cummins.com

Our energy working for you.™





OTPC-SE

Service entrance transfer switch open transition

40 – 1000 amp



Description

OTPC service entrance transfer switches are designed for operation and switching of electrical loads between primary power and Standby generator sets. They are suitable for use in emergency, legally required, and optional Standby applications. The switch monitors both power sources, signals generator set startup, automatically transfers power, and returns the load to the primary power source when the utility returns and stabilizes.

The service entrance transfer switch meets UL 1008 standards for service entrance applications. The switch contains an UL-listed overcurrent disconnect device on the main incoming utility source.

Features

PowerCommand® control: Choose Level 1 or Level 2 microprocessor-based control. Control allows operator to enter settings and make adjustments to software-enabled features, easily and accurately.

Overcurrent disconnect device: Square D UL-Listed 489 molded case circuit breaker.

Robust control system design: Optically isolated logic inputs and isolation transformers for AC power inputs provide high-voltage surge protection.

Positive interlocking: Mechanical and electrical interlocking prevent source-to-source connection through the power or control wiring.

Programmed transition: Open transition timing can be adjusted to completely disconnect the load from both sources for a programmed time period, as recommended by NEMA MG-1.

Communications capability: The transfer switch is capable of communicating with other transfer switches, SCADA-networked accessories, or with Cummins® generators utilizing LonWorks® protocol.

Main contacts: Heavy-duty silver alloy contacts with multi-leaf arc chutes are rated for motor loads or total system load transfer. They require no routine contact maintenance. Continuous load current not to exceed 80% of switch rating Tungsten loads not to exceed 30% switch rating.

Easy service/access: Single-plug harness connection and compatible terminal markings simplify servicing. Access space is ample. Door-mounted controls are field programmable; no tool is required.

Complete product line: Cummins offers a wide range of equipment, accessories and services to suit virtually any backup power application.

Warranty and service: Products are backed by a comprehensive warranty and a worldwide network of distributors with factory-trained service technicians.

Transfer switch mechanism



- A bi-directional linear motor actuator powers the transfer switch. This design provides virtually friction-free, constant force, straight-line transfer switch action with no complex gears or linkages.
- Independent break-before-make action is used for both 3-pole and 4-pole/switched neutral switches. On 4-pole/switched neutral switches, this action prevents objectionable ground currents and nuisance ground fault tripping that can result from overlapping designs.
- A mechanical interlock prevents simultaneous closing of normal and emergency contacts.
- Electrical interlocks prevent simultaneous closing signals to normal and emergency contacts and interconnection of normal and emergency sources through the control wiring.
- High pressure silver alloy contacts resist burning and pitting. Separate arcing surfaces further protect the main contacts. Contacts are mechanically held in both normal and emergency positions for reliable, quiet operation.
- Contact wear is reduced by multiple leaf arc chutes that cool and quench the arcs. Barriers separate the phases to prevent interphase flashover. A transparent protective cover allows visual inspection.

Specifications

Voltage rating	480 VAC, 50 or 60 Hz.
Arc interruption	Multiple leaf arc chutes provide dependable arc interruption.
Neutral bar	A full current-rated neutral bar with lugs is standard on enclosed 3-pole transfer switches.
Auxiliary contacts	Two isolated contacts (one for each source) indicating switch position are provided for customer use. Contacts are normally open, and close to indicate connection to the source. Wired to terminal block for easy access. Rated at 10 amps Continuous at 250 VAC maximum. UL recognized, and CSA-certified.
Operating and storage temperature	-13 °F (-25 °C) to 140 °F (60 °C)
Humidity	Up to 95% relative, non-condensing
Altitude	Up to 10,000 ft (3,000 m) without derating
Total transfer time (source- to-source)	Will not exceed 6 cycles at 60 Hz with normal voltage applied to the actuator and without programmed transition installed.
Manual operation handles	Transfer switches are equipped with permanently attached operating handles and quick- break, quick-make contact mechanisms suitable for manual operation under de-energized conditions.
Overcurrent disconnect device	Service entrance switches have a Square D UL 489 listed case circuit breaker. 1000 amp switches also have a current transformer and integral residual ground fault protection.

PowerCommand control

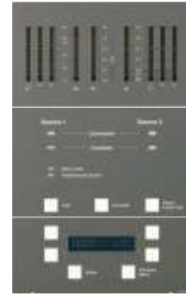
PowerCommand controls are microprocessor based and developed specifically for automatic transfer switch operation. The control includes all of the features and options required for most applications.

- Flash memory stores the control settings.
- Contents of memory are not lost even if power to the controller is lost.
- On-board battery maintains the real-time clock setting and the engine start time delay.
- Choice of two control packages allows selection of the most suitable control for the application.

Bargraph

Basic indicator panel

Digital display



Control functions

Level 1 control (C023)

Open transition (in-phase)

Open transition (programmed)

Utility-to-genset applications

Software adjustable time delays

- Engine start: 0 to 15 sec
- Transfer normal to emergency: 0 to 120 sec
- Retransfer emergency to normal: 0 to 30 min
- Engine stop: 0 to 30 min
- Programmed transition: 0 to 60 sec

Undervoltage sensing: 3-phase normal, 1-phase emergency

- Pickup: 85% to 98% of nominal voltage
- Dropout: 75% to 98% of pickup setting
- Dropout time delay: 0.1 to 1.0 sec

Overvoltage sensing: 3-phase normal, 1-phase emergency

- Dropout: 105% to 135% of nominal voltage
- Pickup: 95% to 99% of dropout setting
- Dropout time delay: 0.5 to 120 sec

Over/under frequency sensing:

- Pickup: $\pm 5\%$ to $\pm 20\%$ of nominal frequency
- Dropout: $\pm 1\%$ beyond pickup
- Dropout time delay: 0.1 to 15.0 sec

Programmable genset exerciser: One event/schedule with or without load

Basic indicator panel

- Source available/connected LED indicators
- Test/exercise/bypass buttons
- Digital display – optional (M018)
- Bar graph meter display – optional (D009)

Date/time-stamped event recording: 50 events

Load sequencing: Optional with network communications module (M031). Provides control for eight steps of load with an adjustable time delay for each step on transfer, retransfer, or both.

Level 2 control (C024)

Open transition (in-phase)

Open transition (programmed)

Closed transition: Includes fail-to-disconnect timer to prevent extended paralleling with the utility.

Utility-to-genset applications

Software adjustable time delays:

- Engine start: 0 to 120 sec
- Transfer normal to emergency: 0 to 120 sec
- Re-transfer emergency to normal: 0 to 30 min
- Engine stop: 0 to 30 min
- Programmed transition: 0 to 60 sec

Undervoltage sensing: 3-phase normal, 3-phase emergency

- Pickup: 85% to 98% of nominal voltage
- Dropout: 75% to 98% of pickup setting
- Dropout time delay: 0.1 to 1.0 sec

Overvoltage sensing: 3-phase normal, 3-phase emergency

- Pickup: 95% to 99% of dropout setting
- Dropout: 105% to 135% of nominal voltage
- Dropout time delay: 0.5 to 120 sec

Over/under frequency sensing: normal and emergency

- Pickup: $\pm 5\%$ to $\pm 20\%$ of nominal frequency
- Dropout: $\pm 1\%$ beyond pickup
- Dropout time delay: 0.1 to 15.0 sec

Voltage imbalance sensing:

- Dropout: 2% to 10%
- Pickup: 90% of dropout
- Time delay: 2.0 to 20.0 sec

Phase rotation sensing:

- Time delay: 100 msec

Loss of single phase detection:

- Time delay: 100 msec

Programmable genset exerciser: Eight events/schedules with or without load

Basic indicator panel:

- Source available/connected LED indicators
- Test/exercise/bypass buttons
- Digital display - standard
- Bar graph meter display (D009)

Date/time-stamped event recording: 50 events

Load sequencing: Optional with network communications module (M031). Provides control for eight steps of load with an adjustable time delay for each step on transfer, re-transfer, or both.

Transition modes

Open transition/programmed: Controls the time required for the device to switch from source to source, so that the load-generated voltages decay to a safe level before connecting to an energized source. Recommended by NEMA MG-1 to prevent nuisance-tripping breakers and load damage. Adjustable 0–10 seconds; default 0 seconds.

Open transition/in-phase: Initiates open transition transfer when in-phase monitor senses both sources are in phase. Operates in a break-before-make sequence. Includes ability to enable programmed transition as a back-up. If sources are not in phase within 120 seconds, the system will transfer using programmed transition.

Time delay functions

Engine start: Prevents nuisance genset starts due to momentary power variation or loss.

Transfer normal to emergency: Allows genset to stabilize before application of load. Prevents power interruption if normal source variation or loss is momentary. Allows staggered transfer of loads in multiple transfer switch systems.

Re-transfer emergency to normal: Allows the utility to stabilize before re-transfer of load. Prevents needless power interruption if return of normal source is momentary. Allows staggered transfer of loads in multiple transfer switch systems.

Engine stop: Maintains availability of the genset for immediate reconnection if the normal source fails shortly after transfer. Allows gradual genset cool-down by running unloaded. Not included in utility-to-utility systems.

Elevator pre-transfer signal: Requires optional relay signal module (M023). Delays transfer for pre-set interval of 0-60 seconds to prevent a power interruption during elevator operation.

User interfaces

Basic interface panel

LED indicators provide at-a-glance source and transfer switch status for quick summary of system conditions. Test and override buttons allow delays to be bypassed for rapid system checkout.

Digital display (M018)

The digital display provides a convenient method for monitoring load power conditions, adjusting transfer switch parameters, monitoring PowerCommand network status, or reviewing transfer switch events. Password protection limits access to adjustments to authorized personnel. The digital display is optional with the PowerCommand Level 1 control and comes standard with the Level 2 control.

User interface options

Front panel security key (M017)

Locks front panel to prohibit access to digital control settings. Prevents unauthorized activation of transfer or test functions.

Bar graph meter display (D009)

An LED bar graph display provides an easy-to-read indicator of the level of power being supplied to the load. Information displayed includes: 3-phase voltage and current, power factor, and kilowatts. Green, amber, and red LEDs provide at-a-glance indication of system acceptability. Available as an option with the Level 2 PowerCommand microprocessor control.

Control options

Loadshed (M007)

Removes the load from the emergency power source by driving the transfer switch to the neutral position when signaled remotely. Transfers load back to the emergency source when the signal contacts open. Immediately re-transfers to the primary source when it is available.

PowerCommand network interface (M031)

Provides connection to the PowerCommand network. LonWorks compatible for integration with building monitoring and control systems.

Load power and load current monitoring (M022)

Measures load phase and neutral, current, power factor, real power (kW) and apparent power (kVA). Warns of excessive neutral current resulting from unbalanced or nonlinear loads. Minimum current level detection is 3%.

Relay signal module (M023)

Provides relay output contacts for sending information to the building monitoring and control system. Relay outputs include: Source 1 connected/available, Source 2 connected/available, not in auto, test/exercise active, failed to disconnect, failed to synchronize, failed to transfer/retransfer, and elevator control pre-transfer signal.

* Note: Some options may not be available on all models - consult factory for availability.

UL withstand and closing ratings

Withstand and Closing Ratings (WCR) are stated in symmetrical RMS amperes.

Transfer switch ampere	WCR at volts max with specific manufacturers MCCBs	Breaker provided	Trip unit
40, 70, 125 3-pole only	35,000 at 480	Square D type HG	Standard fixed trip unit
150, 225, 250	65,000 at 480	Square D type LJ	Micrologic 3.3
300, 400, 600	65,000 at 480	Square D type PJ	Micrologic 3.0
800	65,000 at 480	Square D type RJ	Micrologic 3.0A
1000	65,000 at 480	Square D type RJ	Micrologic 6.0A

Transfer switch lug capacities

All lugs accept copper or aluminum wire unless indicated otherwise.

Amp rating	Emergency and load power cables		Emergency and load neutral cable		Service power cables		Service neutral	
	Cables per phase	Cable size	Number of cables	Cable size	Cables per phase	Cable size	Number of cables	Cable size
40, 70, 125	1	#12 AWG-2/0 CU/AL Emerg #14 AWG-2/0 CU/AL Load	2	#14 AWG-2/0 CU/AL	1	#14 AWG-3/0 CU/AL	1	#14 AWG-2/0 CU/AL
150, 225, 250	1	#6 AWG - 400 MCM CU/AL	2	#6 AWG-400 MCM CU/AL	1	#2 AWG – 600 MCM CU or #2 AWG – 500 MCM AL	1	#6 AWG – 400 MCM CU/AL
300, 400, 600	2	250 - 500 MCM CU/AL	4	250-500 MCM CU/AL	3	3/0 – 500 MCM CU/AL	2	250 – 500 MCM CU/AL
800, 1000	4	250 – 500 MCM CU/AL	8	250 - 500 MCM CU/AL	4	#2 AWG – 600 MCM CU/AL	4	250 – 500 MCM CU/AL

Enclosures

The transfer switch and control are mounted in a key-locking enclosure. Wire bend space complies with 2008 NEC. The 3R enclosure has double doors; no safety cover is required. 40-600 amp switches are wall-mounted; 800-1000 amp switches are floor-mounted. All can be top, bottom, left or right connected.

Dimensions - transfer switch in UL type 1 enclosure

Amp rating	Height		Width		Depth				Weight		Outline drawing
					Door closed		Door open				
	in.	mm	in.	mm	in.	mm	in.	mm	lb	kg	
40, 70, 125 3-pole	45.8	1164	32.0	814	16.3	413.0	45.9	1165	300	136	0500-4721
150, 225, 250	73.6	1869	32.3	820	19.7	499.0	49.6	1259	500	227	0500-4606
300, 400, 600	74.5	1892	34.4	873	20.1	510.4	50.9	1293	520	236	0500-4611
800, 1000	90	2286	39	991	26.3	667	61.8	1570	920	417	0500-4608

Enclosures (continued)

Dimensions - transfer switch in UL type 3R or 12 enclosure

Amp rating	Height		Width		Depth				Weight		Outline drawing
					Door closed		Door open				
	in.	mm	in.	mm	in.	mm	in.	mm	lb	kg	
40, 70, 125 3-pole	45.8	1164	32.0	814	16.3	413.0	45.9	1165	340	154	0500-4721
150, 225, 250	73.6	1869	32.3	820	19.7	499.0	49.6	1259	580	263	0500-4606
300, 400, 600	74.5	1892	34.4	873	20.1	510.4	50.9	1293	600	272	0500-4611
800, 1000	90	2286	39	991	26.3	667	61.8	1570	920	417	0500-4608

Certifications



All switches are UL 1008 listed and labelled with UL Type Rated cabinets and UL Listed CU-AL terminals.

NEC

Suitable for use in emergency, legally required and Standby applications per NEC 700, 701 and 702.



All switches comply with NFPA 70, 99 and 110.



All switches comply with NEMA ICS 10.



All switches comply with IEEE 446 - Recommended Practice for Emergency and Standby Power Systems.



This transfer switch is designed and manufactured in facilities certified to ISO9001.

Submittal detail

Amperage ratings:

- 40
- 70
- 125
- 150
- 225
- 250
- 300
- 400
- 600
- 800
- 1000

Voltage ratings:

- R020 120
- R038 190
- R021 208
- R022 220
- R023 240
- R024 380
- R025 416
- R035 440
- R026 480

Pole configuration:

- A028 Poles - 3 (solid neutral)
- A029 Poles - 4 (switched neutral)

Frequency:

- A044 60 Hertz
- A045 50 Hertz

Application:

- A035 Utility to genset

System Options:

- A041 Single phase, 2-wire or 3-wire
- A042 Three phase, 3-wire or 4-wire

Enclosure:

- B001 Type 1: General purpose indoor (similar to IEC type IP30)
- B002 Type 3R: Intended for outdoor use, dustproof and rainproof (similar to IEC Type IP34)
- B010 Type 12: Indoor use, dust-tight and drip-tight (similar to IEC Type IP61)

Standards:

- A046 UL 1008 certification
- A080 Seismic certification

Controls:

- C023 Switch control - level 1
- C024 Switch control - level 2

Control options:

- M017 Security key - front panel
- M018 Digital display
- M022 Load monitoring (min current level 3%)
- M023 Elevator signal relay
- M031 LonWorks Network Communications Module (FTT-10)

Meters:

- D009 Bar graph meter display

Battery chargers:

- K001 2 Amps, 12/24 Volts
- KB59 15 Amps, 12 Volts
- KB60 12 Amps, 24 Volts

Auxiliary relays: Relays are UL Listed and factory installed. All relays provide (2) normally open and (2) normally closed isolated contacts rated 10 A @ 600 VAC. Relay terminals accept (1) 18 gauge to (2) 12 gauge wires per terminal.

- L101 24 V DC coil - installed, not wired (for customer use).
- L102 24 V DC coil - emergency position – relay energized when ATS in source 2 (emergency) position.
- L103 24 V DC coil - normal position - relay energized when ATS in source 1 (normal) position
- L201 12 V DC coil - installed, not wired
- L202 12 V DC coil - emergency position – relay energized when ATS in source 2 (emergency) position
- L203 12 V DC coil - normal position - relay energized when ATS in source 1 (normal) position

Miscellaneous options

- M003 Terminal block - 30 points (not wired)
- M007 Load shed - from emergency - drives switch to neutral position when remote signal contact closes
- N009 Power connect - bus stabs
- N013 Extension harness

Optional lug kits

- N020 Terminal block – re-transfer inhibit

Warranty

- G010 Years 0-2: Parts, labor and travel
Years 3-5: Parts only
Years 6-10: Main contacts only
- G013 Years 0-5: Comprehensive,
Years 6-10: Main contacts only

Shipping

- A051 Packing – export box

Accessories

- AC-167 Accessories specifications sheet

For more information contact your local Cummins distributor
or visit power.cummins.com

Our energy working for you.™

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Adam Bergdahl

From: John Bruni <John.Bruni@tawinc.com>
Sent: Wednesday, August 2, 2023 4:53 PM
To: Adam Bergdahl
Subject: RE: Invitation to Bid - Wiley M. Nash WRF Upgrades : 15 - Generator Package
Attachments: Generator Bid Manual_TAW Kohler.pdf

Adam

Please see attached completed generator bid package, upon review let me know if you have any questions or need any additional information.

As always, thanks for the opportunity to quote this job!

Best,



John Bruni - Industrial Product Sales Rep
O: 407-855-0974 x53732 • M: 407-252-3368

TAW, an IPS Company
4372 LB Mcleod Road • Orlando, FL 32811



From: Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com>
Sent: Monday, June 26, 2023 8:33 AM
To: John Bruni <John.Bruni@tawinc.com>
Subject: Invitation to Bid - Wiley M. Nash WRF Upgrades : 15 - Generator Package

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INVITATION TO BID

From: Wharton-Smith, Inc. -Water Division-Estimating
Sent: Monday, June 26, 2023 8:32 AM ET
Email: dkreidler@whartonsmith.com
Phone: (407) 321-8410
Fax: (407) 330-1092



Let us know your bid intention here:

Will Bid

Under Review

Won't Bid

Attention: John Bruni - john.bruni@tawinc.com
Company: TAW Power Systems, Inc.

You have been invited to bid:

Wiley M. Nash WRF Upgrades, City of Deland

Bid Due Date: Thursday, August 3, 2023 2:00 PM ET
Project Location: 1101 S. Amelia Avenue, Deland, FL 32724
Contact: Dwayne Kreidler, dkreidler@whartonsmith.com

Project Information:

Wharton-Smith, Inc. is the Construction Manager at Risk (CMAR) for the DeLand Campus - Wiley M. Nash Water Reclamation Facility Upgrades project to be performed for the City of DeLand. You are invited to submit a competitive bid for the Bid Package defined herein. Please review your Bid Manual under the "Documents" tab in the "Other Documents" folder.

Wharton-Smith, Inc. and the City of DeLand will receive electronic bids for the project up to the date and time indicated below.

Bid Deadlines

All questions must be submitted electronically to the email listed below and received by the times and dates listed below. All bid proposals must be submitted electronically to the address listed below and received by the times and dates listed below.

Bid Questions: July 13, 2023

Bids Due: August 3, 2023, at 2:00 pm EST

Email: dkreidler@whartonsmith.com

Pre-Bid Meeting

A *Non-Mandatory* Pre-Bid meeting for all invited bidders will be held at the DeLand Campus - Wiley M. Nash Water Reclamation Facility.

Date & Time: July 6, 2023 at 9:00 am EST

Meeting Location: DeLand Campus - Wiley M. Nash Water Reclamation Facility, 1101 S. Amelia Avenue, DeLand, FL 32724

Bid Contact

Contact for all bid-related questions:

Dwayne Kreidler, P.E.

Wharton-Smith, Inc.

[Click here to view the project](#)

Access Number: NJVW-D3YJ

Let us know your bid intention here:

Will Bid

Under Review

Won't Bid

For help, visit <http://www.isqft.com/start/pages/contact-support/> or call us at (877) 4CC-TOOL (422-8665).



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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Generator Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: TAW Power Systems

Contact Name: John Bruni Title: Sales Engineer

Address: 4372 LB Mcleod Rd
Orlando, FL 32811

Phone Number: 407-252-3368 Fax:

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/2023 No. 3 Dated 7/28/2023No. 2 Dated 7/24/2023 No. 4 Dated 7/28/2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Generator(s) Package	1	LS	\$ 759,670.00	\$ 759,670.00
2.	Automatic Transfer Switch(es) Package	1	LS	\$ Incl	\$
3.	Start-Up Services Start-up for each system is included in base price	10	DAY	\$ 1,200.00	\$ 12,000.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 771,770.00

Area 900: \$501,855.00

Area 520: \$257,815.00

800A ATS Breakout Value: \$40,460.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Seven Hundred and Seventy One Thousand, Seven Hundred and Seventy Dollars, no cents

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package – Generator Package	14 Days
2.	Lead Time – Generators	64 weeks
3.	Lead Time – Transfer Switches	42 weeks

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES☐ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

_____	John Bruni / Sales Engineer	08/02/2023
Signature	Print Name / Title	Date



PROPOSAL

TAW POWER SYSTEMS, INC.

6312 78th street
Riverview, Florida 33578
www.tawinc.com

TOTAL NET VALUE \$501,855.00

Wharton-Smith, Inc.

Proposal #	TAW-25990
Proposal Date	08.02.2023
Project	Wiley Nash WRF - Area 900
Contact	John Bruni
Expires	09.01.2023
Email	John.Bruni@tawinc.com
Mobile Number :	(407)-252-3368
Branch	Orlando
Address	4372 LB McLeod Road, Orlando, FL 32811

Attention:

ITEM & DESCRIPTION	AMOUNT
KOHLER Model KD1250-A , EPA Certified Diesel Generator Set 1250 kW, @ 0.8 PF, 60 Hz, 3 Phase, 277/480 Volt	\$501,855.00 501,855.00
APM 603 Controller with Digital I/O Enclosure: Sound Level 2 Aluminum Enclosure - 186 MPH Wind Load Rated - 81.1 dBA at 10' - 100 amp load center, 1ph - Gen heater, block heater, battery charger wired to Load Center - DC Light Package, AC Light Package - GFCI Receptacles - Aluminum Motorized Outlet Dampers - Stairs & Platforms on both sides of the enclosure UL142 Sub-Base Fuel Tank, 8120 Gallons (120 hours at 75% load) - FDEP Accessories - Ship Under Vacuum - Flexible Fuel Lines, Fuel Water Separator Line Circuit Breaker - - 3000 AMP BUS BAR ONLY Generator Accessories: Unit Mounted Radiator Block Heater 208V, 1ph, 9000 Watt Generator Heater Battery Rack and Cables	



ITEM & DESCRIPTION	AMOUNT
Starting Battery, AGM Battery Charger: 20 Amp Remote Emergency Stop, Lockable Remote Annunciator Certified Factory Test @ 0.8 P.F. 1 Engine, Generator Parts, Maintenance Manuals & 1 Electronic Manual Vibration Isolators: Internal Warranty and Services: Standard Three Year Warranty Initial Start Up and Check Out of System On Site Testing (Load Bank) One Year Maintenance Contract with Quarterly Visits Supplied by Others Off-loading @ Job Site Installation of System Fuel & Electrical Piping All Infrared, 3rd Party & NETA Testing Supply of Fuel Estimated Lead Time 64 weeks after release of order Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release Exceptions/Clarifications/Notes: 1.) ATS is by others, shown in distribution gear 2.) Generator breaker is shown in distribution gear, we're providing 3000 AMP bus bar, Genset Controller has built-in over current protection 3.) Factory Testing is assumed NON-Witnessed, if owner's representative opts to witness the testing there will be an additional charge 4.) Section 2.04,B.1, Deviation: Tank to be sized per UL-142 for a 110% rupture basin in lieu of 150% rupture basin Offer Based Upon: Drawing E012 dated 7/26/2023 Specification 263213 90%	
Note: Delivery, Start up, and Load testing are quoted as during normal business hours. If after hours, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted F.O.B. Factory Freight Allowed To Job Site Sales Tax Not Included	Total Net Value \$501,855.00



PROPOSAL

TAW POWER SYSTEMS, INC.

6312 78th street
Riverview, Florida 33578
www.tawinc.com

TOTAL NET VALUE \$257,815.00

Wharton-Smith, Inc.

Proposal #	TAW-25991
Proposal Date	08.02.2023
Project	Wiley Nash WRF - Area 520
Contact	John Bruni
Expires	09.01.2023
Email	John.Bruni@tawinc.com
Mobile Number :	(407)-252-3368
Branch	Orlando
Address	4372 LB McLeod Road, Orlando, FL 32811

Attention:

ITEM & DESCRIPTION	AMOUNT
KOHLER Model 600REOZVB , EPA Certified Diesel Generator Set 600 kW, @ 0.8 PF, 60 Hz, 3 Phase, 277/480 Volt	\$257,815.00 257,815.00
APM603 Controller Enclosure: Sound Level 2 Aluminum Enclosure - 186 MPH Wind Load Rating - 82.2 dBA at 10' - 100 amp load center, 1ph - Gen heater, block heater, battery charger wired to Load Center - DC Light Package, AC Light Package - GFCI Receptacles - Aluminum Gravity Outlet Dampers - Stairs & Platforms on both sides of the enclosure UL142 Sub-Base Fuel Tank, 4896 Gallons (120 hours at 75% load) - FDEP Accessories - Ship Under Vacuum - Flexible Fuel Lines, Fuel Water Separator Line Circuit Breaker - 3 pole, 100% Rated - 800 amp, Electronic LSI w/ Shunt Trip & Aux Contact Generator Accessories: Unit Mounted Radiator Block Heater 208V, 1ph, 4000 Watt Generator Heater 15 Relay I/O Module	



Battery Rack and Cables
Starting Battery, Lead Acid
Battery Charger: 10 Amp
Remote Emergency Stop
Remote Annunciator

ASCO 7000 SERIES AUTOMATIC TRANSFER SWITCH:

QTY (1) 800 amp, 480V, 3 pole, Nema 1 Enclosure
- Bypass Isolation
- Service Entrance Rated with Breaker on Normal

Certified Factory Test @ 0.8 P.F.

1 Engine, Generator Parts, Maintenance Manuals & 1 Electronic Manual

Vibration Isolators: Internal

Warranty and Services:

Two Year Warranty
Initial Start Up and Check Out of System
On Site Testing (Load Bank)
One Year Maintenance Contract with Quarterly Visits

Supplied by Others
Off-loading @ Job Site
Installation of System
Fuel & Electrical Piping
All Infrared, 3rd Party & NETA Testing
Supply of Fuel

Estimated Lead Time

64 weeks after release of order

Please note: The lead time provided represents the most current factory lead times and is subject to change at the time of order release

Exceptions/Clarifications/Notes:

- 1.) Deviation: Gravity outlet damper in lieu of motorized
- 2.) Generator breaker is not shown in distribution gear, assumed generator mounted
- 3.) Factory Testing is assumed NON-Witnessed, if owner's representative opts to witness the testing there will be an additional charge
- 4.) Section 2.04,B.1, Deviation: Tank to be sized per UL-142 for a 110% rupture basin in lieu of 150% rupture basin
- 5.) ASCO NOTES:
 - a.) Section 2.2.C: Controller has operating temp of -20 to+60 deg C
 - b.) Section 2.2.I: Transfer switch is provided as Nema 1
 - c.) Section 2.3.C: Exception on manual operating
 - d.) Section 2.4: Bypass Isolation ATS provided

Offer Based Upon:

Drawing E016 dated 7/26/2023
Specification 263213 & 263600 90%

Note:

Total Net



Delivery, Start up, and Load testing are quoted as during normal business hours. If after hours, weekend, or holiday work hours are required, the Contractor will be responsible for the overtime differential unless otherwise noted

F.O.B. Factory
Freight Allowed To Job Site
Sales Tax Not Included

Value

\$257,815.00



Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 16 - Dry-Pit Submersible Pumps

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		ABS/Hydra Service						
		Dale Jahn						
		407-790-9751						
Base Bid Before Alternates		\$ 207,713.00						
RAS Pumps	Y	\$ 131,657.00		\$ -		\$ -		\$ -
WAS Pumps	Y	\$ 70,706.00		\$ -		\$ -		\$ -
Start-Up, Commissioning, & Training	Y	\$ 5,250.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
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Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		N						
SRF AIS & BABA		N						
Additional Notes								
		Taxes not included						
SUBTOTAL:		\$ 207,713.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 207,713.00		\$ -		\$ -		\$ -
		\$ 207,713.00	NO BID		NO BID		NO BID	

Recommend award to:

ABS (Hydraservice)

Adam Bergdahl

From: Dale Jahn <dale@hydraservice.net>
Sent: Wednesday, August 2, 2023 10:58 PM
To: Adam Bergdahl
Subject: Deland Wiley M Nash WRF Expansion - Dry Pit Submersible bid package
Attachments: Deland Wiley M Nash WRF Expansion - Dry Pit Submersibles Bid Package Submittal.pdf

Adam, see attached. Please let me know if you need anything further.

Thank you,

Dale M. Jahn
District Sales Manager
Hydra Service, Inc.
250 Springview Commerce Drive
Debary, Florida 32713
Cell: 407-790-9751
Office: 407-330-3456
Fax: 407-330-3404
e-mail: dale@hydraservice.net



Visit us at www.hydraservice.net

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Dry Pit Submersible Pump Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydra Service
Contact Name: Dale Jahn Title: District Sales Manager
Address: 250 Springview Commerce Drive
DeBary, FL 32713
Phone Number: 407-790-9751 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☐ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☒ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23

No. 3 Dated 7/28/23

No. 2 Dated 7/24/23

No. 4 Dated 7/28/23

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, ~~taxes~~, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents. *Taxes not included.*

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	RAS Pumps	1	LS	\$ <u>131,657.00</u>	\$ <u>131,657.00</u>
2.	WAS Pumps	1	LS	\$ <u>70,706.00</u>	\$ <u>70,706.00</u>
3.	Start-Up, Commissioning, & Training	5	DAYS	\$ <u>1,050.00</u>	\$ <u>5,250.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>207,713.00</u> <i>plus taxes.</i>

Two Hundred Seven Thousand Seven Hundred Thirteen & 00/100 plus taxes.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time - Submittal Package Complete	<u>3-4 weeks</u>
2.	Lead Time - RAS Pumps from Formal Release	<u>12-14 weeks</u>
3.	Lead Time - WAS Pumps from Formal Release	<u>12-14 weeks</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

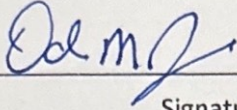
☒ NO *N/A*

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

YES

☒ NO *N/A*

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Dale M. Jahn, District Sales Mgr.

Print Name / Title

8/2/23

Date

Deland Wiley M Nash WRF Expansion

Dry Pit Submersible Bid Package

Comments/Exceptions:

- Bid pricing does NOT include taxes.
- Bid pricing is for supply of equipment only per included proposal. Installation is not included.



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
 Debary Florida 32713
 Phone: 407 330 3456
 Phone: 800 323 1731
 Fax: 407 330 3404

Sales Representative
Contact Information
 Cell Phone: 407-790-9751

TO: **Wharton-Smith**
 ATTN: **Adam Bergdahl**

FROM: **Dale Jahn**
 EMAIL: dale@hydraservice.net
 DATE: **August 2, 2023**
 REF: **Deland - Wiley M Nash WRF Expansion**
Dry Pit Submersibles

RAS Pumps

- 3 Sulzer / ABS model XFPD206G-CB2.5-PE120/8 dry-pit submersible wastewater pump, 16.1hp, 3/460v, with 49' of motor cable. Motor includes closed loop cooling system.
- 3 Factory certified performance test, HI Grade 2B.
- 3 Motor electrical integrity test.
- 3 5-year, 100% non-prorated warranty. Standard terms & conditions apply.
- 3 10" x 8" long radius suction elbow, steel construction, with cleanout. Includes hardware.
- 3 Vertical dry-pit support plate, steel construction. Includes hardware.
- 3 Set of anchor bolts, 316 stainless steel.
- 1 Spare hydraulic kit for XFPD206G-CB2.5.
- 1 Spare repair kit for XFPD206G-CB2.5-PE120/8.
- 3 Sulzer / ABS CA462 seal fail relay.
- 1 Startup service by a representative of this company.

WAS Pumps

- 2 Sulzer / ABS model XFPD100G-CB1.5-PE90/6 dry-pit submersible wastewater pump, 12.1hp, 3/460v, with 49' of motor cable. Motor includes closed loop cooling system.
- 2 Factory certified performance test, HI Grade 2B.
- 2 Motor electrical integrity test.
- 2 5-year, 100% non-prorated warranty. Standard terms & conditions apply.
- 2 6" x 4" long radius suction elbow, steel construction, with cleanout. Includes hardware.
- 2 Vertical dry-pit support plate, steel construction. Includes hardware.
- 2 Set of anchor bolts, 316 stainless steel.
- 1 Spare hydraulic kit for XFPD100G-CB1.5.
- 1 Spare repair kit for XFPD100G-CB1.5-PE90/6.
- 2 Sulzer / ABS CA462 seal fail relay.
- 1 Startup service by a representative of this company.

ACCEPTED DATE _____

Review Date: 08/02/2023

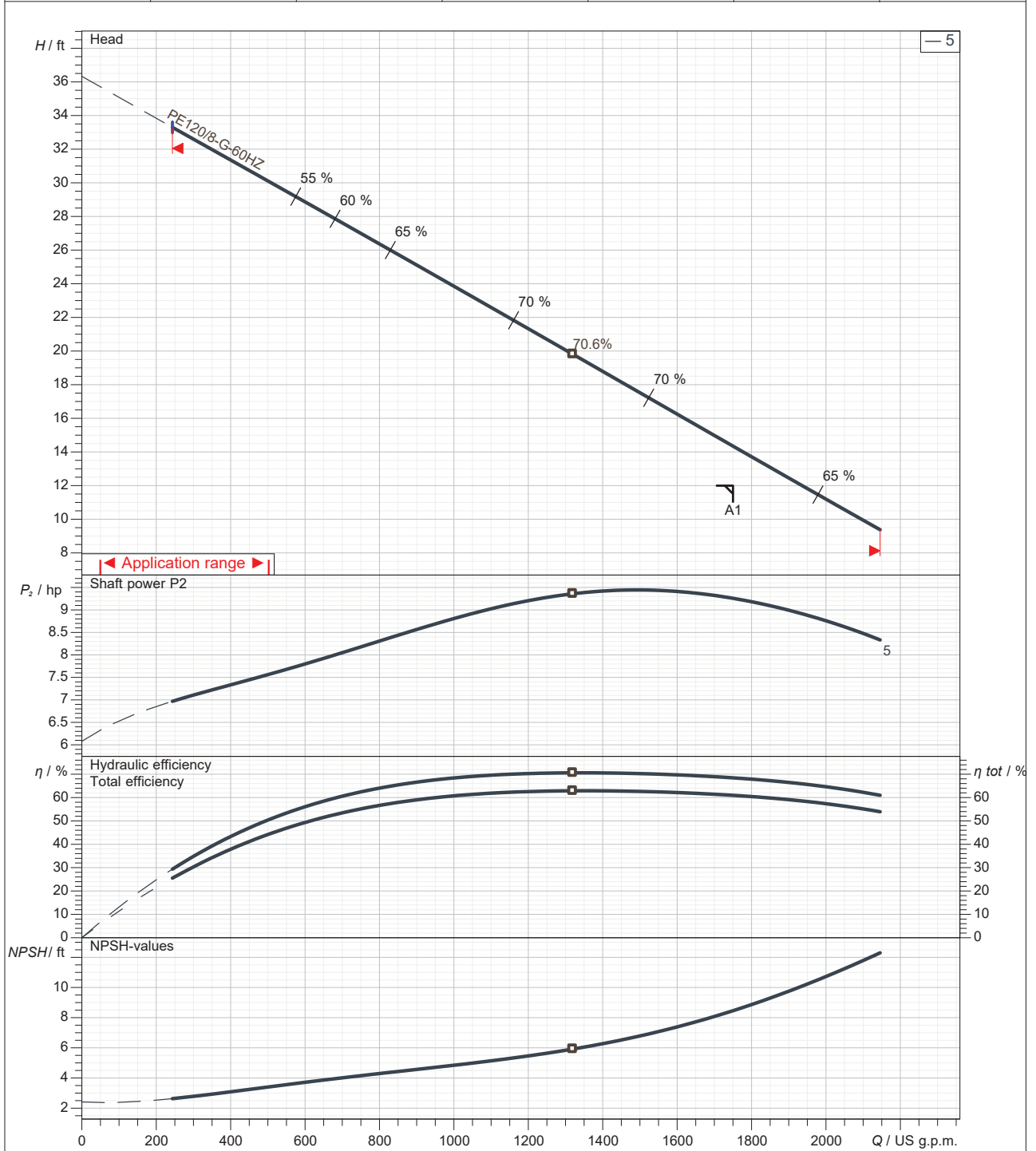
Dale M. Jahn

 NAME OF PURCHASER

 REVIEWED BY HYDRA SERVICE PUMP REP.

Curve number	Pump performance curves XFP206G CB2 60HZ		SULZER	
Reference curve XFP 206G-CB2 60 HZ				

RAS					Discharge DN200	Frequency 60 Hz
Density 62.31 lb/ft³	Viscosity 1.077E-5 ft²/s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B			Rated speed 888 rpm	Date 2022-11-29
Flow 1750 US g.p.m.	Head 12 ft	Shaft power	Power input	Rated power P2 16.1 hp	Hyd. efficiency	NPSH



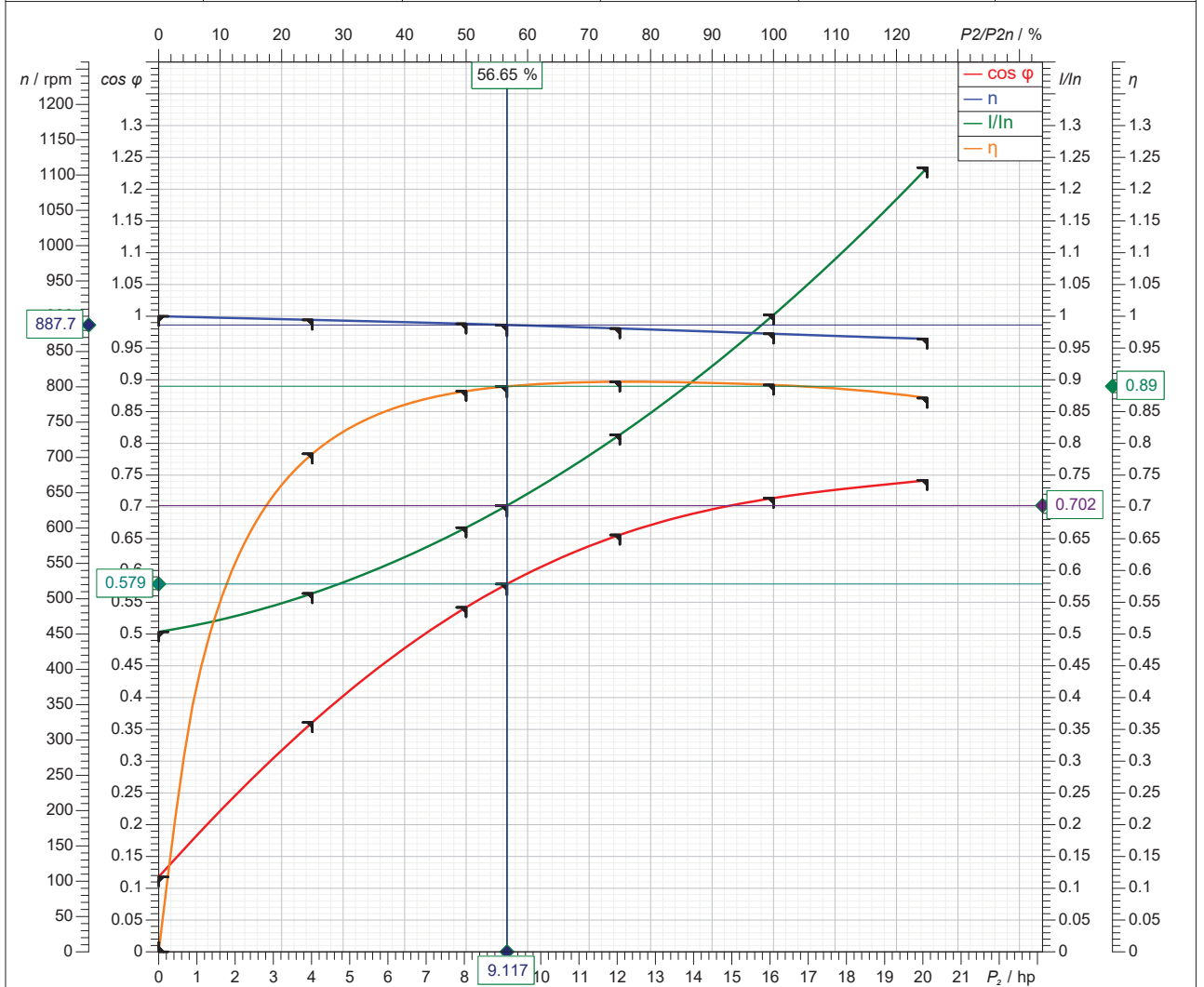
Dry well vertical installation (with cooling jacket)

Impeller size 290 mm	N° of vanes 2	Impeller Contrablock Plus impeller	Solid size 75 mm	Revision
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 5-2022.3 - 2022/11/03 (Build 450), 64 bit
Data version Nov 22.1

Rated power 16.1 hp	Service factor 1.3	Nominal Speed 875 rpm	Number of poles 8	Rated voltage 460 V	Date 2022-11-29
------------------------	-----------------------	--------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P2 / hp	0	4.023	8.046	12.07	16.09	20.12
P1 / hp	1.498	5.134	9.121	13.46	18.04	23.09
I / A	11.88	13.31	15.75	19.2	23.65	29.12
cos	0.118	0.361	0.542	0.656	0.714	0.742
n / rpm	900	894.8	889.3	882.7	875.2	868
s / %	0	0.573	1.187	1.924	2.76	3.559
M / lbf ft	0	23.61	47.52	71.82	96.58	121.7
/ %	0	78.36	88.21	89.69	89.19	87.13

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current 124 A	Starting torque 298 lbf ft	Moment of inertia 2.14 lb ft ²	No. starts per hour 15
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Type Type Type 50Hz	Type Type Type 60Hz	Weight Gewicht Poids		H		SIZE
		WCJ	WCJ			
		(~kg)	(~lb)	(mm)	(inch)	
PE220/6	PE250/6	520	1144	1388	54.6	B
PE185/6	PE200/6	505	1111	1388	54.6	
PE140/6	PE160/6	455	1001	1348	53.1	A
PE110/6	PE130/6	440	968	1348	53.1	
PE90/6	PE110/6	440	968	1348	53.1	
	PE90/6	440	968	1348	53.1	
	PE120/8	440	968	1348	53.1	

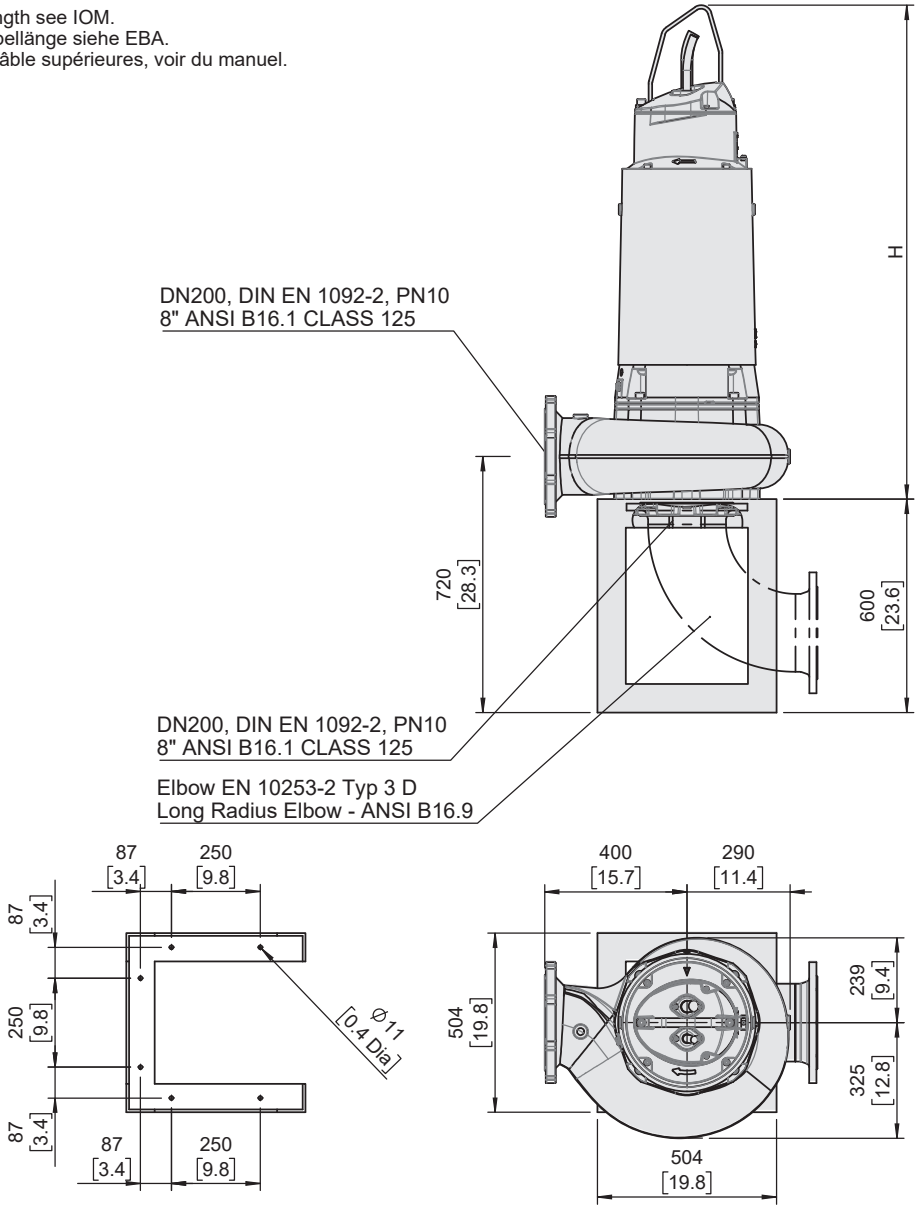
Gewicht: Beinhaltet Pumpe und 10m Kabel

Poids: Pompe et 10m de câble

For different cable length see 10

Für abweichende Kabellänge siehe

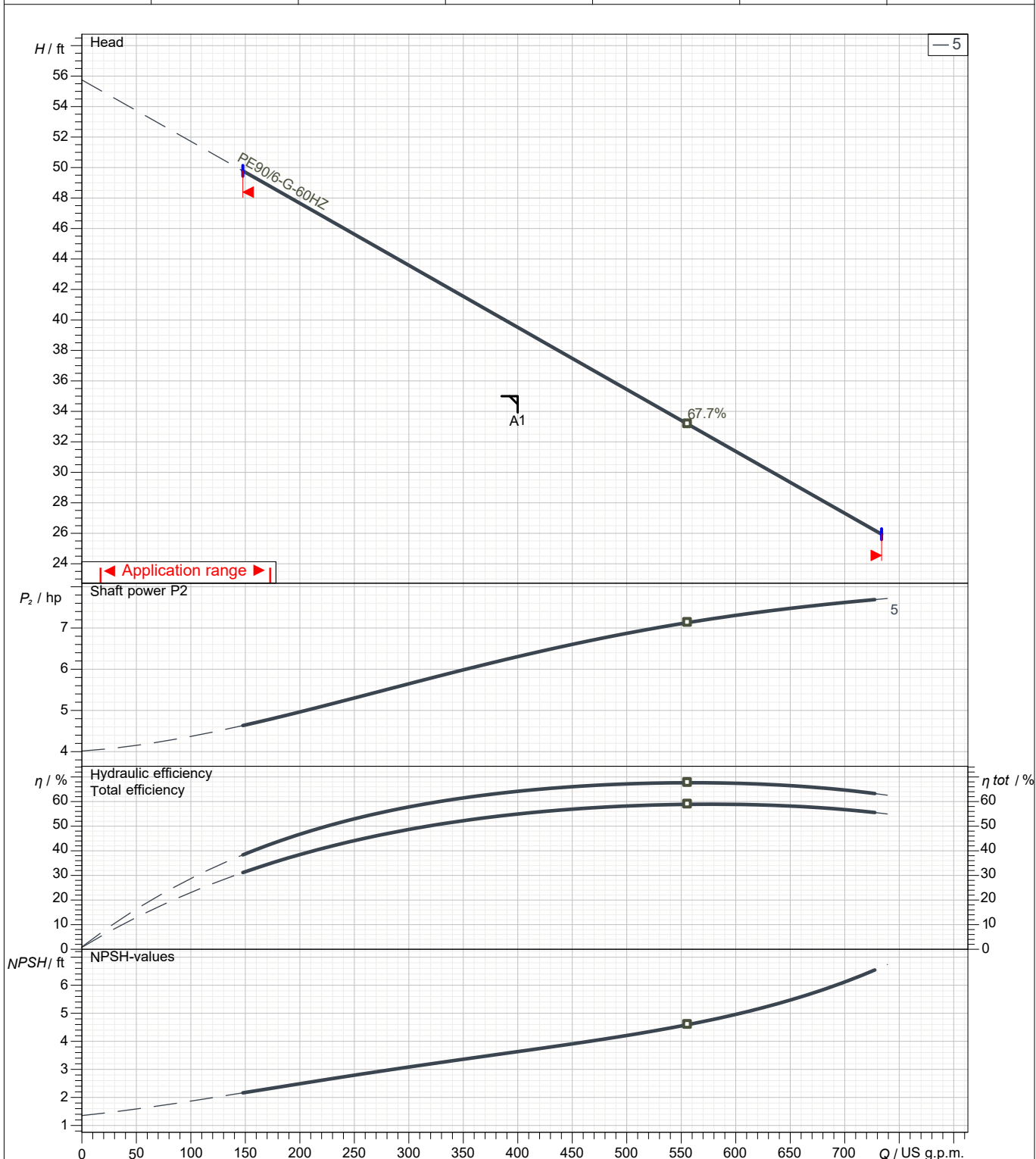
Pour des longueurs câble supérieures, voir



WCJ = With cooling jacket
Mit Kühlmantel
Avec enveloppe de refroidissement

Curve number	Pump performance curves XFP100G CB1 60HZ (wet pit/dry pit)		SULZER	
Reference curve XFP100G CB1 60HZ				

WAS					Discharge DN100	Frequency 60 Hz
Density 62.31 lb/ft ³	Viscosity 1.077E-5 ft ² /s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B			Rated speed 1193 rpm	Date 2022-12-19
Flow 400 US g.p.m.	Head 35 ft	Shaft power	Power input	Rated power P2 12.1 hp	Hyd. efficiency	NPSH



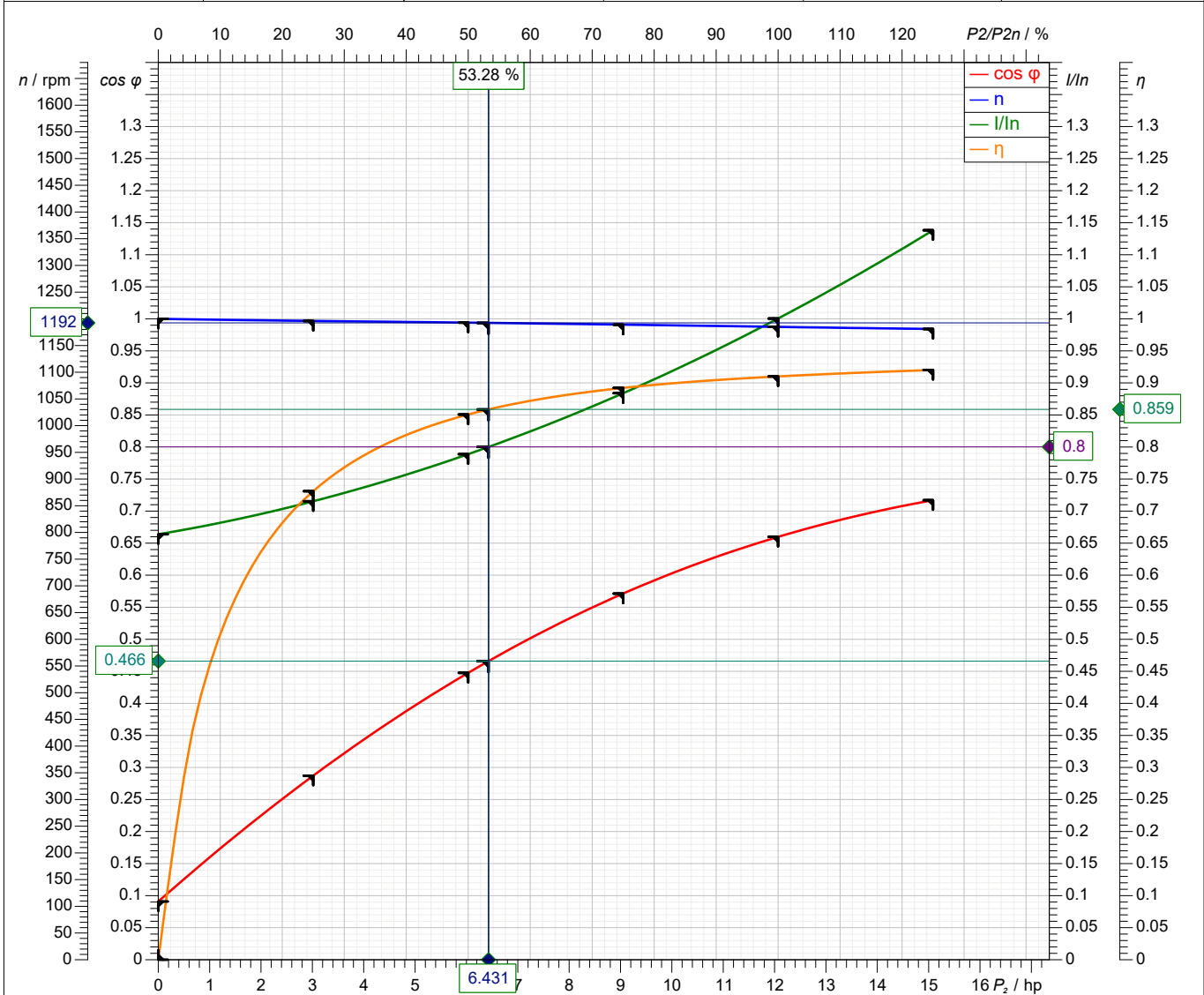
Dry well vertical installation (with cooling jacket)

Impeller size 260 mm	N° of vanes 1	Impeller Contrablock Plus impeller, 1 vane	Solid size 100 mm	Revision
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 5-2022.4 - 2022/11/30 (Build 120), 64 bit
Data version Nov 22.1

Rated power 12.1 hp	Service factor 1.3	Nominal Speed 1180 rpm	Number of poles 6	Rated voltage 460 V	Date 2022-12-19
------------------------	-----------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P2/ hp	0	3.017	6.035	9.052	12.07	15.09
P1/ hp	1.213	4.127	7.093	10.15	13.26	16.39
I / A	12.48	13.45	14.83	16.62	18.81	21.4
cos φ	0.09096	0.2872	0.4476	0.5714	0.6598	0.717
n / rpm	1200	1196	1193	1189	1185	1181
s / %	0.001323	0.3267	0.5966	0.9034	1.257	1.582
M / lbf ft	0	13.25	26.57	39.98	53.5	67.09
η / %	0	73.11	85.07	89.22	91.01	92.02

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current 166 A	Starting torque 227 lbf ft	Moment of inertia 5.41 lb ft²	No. starts per hour 15
---------------------------	-------------------------------	----------------------------------	---------------------------

Submersible Sewage Pump Type ABS XFP

XFP 100G-CB1 | 4", 6 Pole, 3-Phase, 60 Hz, PE3

Submersible Motor Specifications, PE3 Frame	
Motor Design	NEMA design B, squirrel cage induction
Motor Type	Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating	IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol	IEC 60034-2-1
Insulation Material	Class H, 180°C (356°F), copper windings
Motor Filling Medium	Air
Temperature Rise	Class A
Maximum Fluid Temperature	40°C (104°F) continuous, 50°C (122°F) intermittent
Cooling System	OPT
	Closed-loop, non-toxic glycol/water mixture (1/3 / 2/3)
Motor Protection	Thermal
	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F) +/- 5°C (41°F) opening temperature
Sensing Chamber Filling Medium	Leakage
	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
Bearing Type	Upper
	Single row deep groove ball bearing, permanently lubricated
Motor Starter Types	Lower
	Double row angular contact ball bearing, permanently lubricated
Maximum Starts per Hour	Suitable for use with direct-on-line (DOL), electronic soft starters, and PWM type Variable Frequency Drives ¹
Inverter Duty Rating	15, evenly spaced
Maximum Submergence	Motors meet NEMA MG1, part 31 requirements
Available Voltages	20 meters (65 feet)
Voltage Tolerance from Rated	208, 230, 460, 600 (consult factory for other voltages)
Agency Approvals	+/-10%
Explosion Proof Rating	Factory Mutual, CSA
	NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp



The picture above may differ from the actual product. For illustrative purposes only.

¹ Output filters may be required on VFDs. See document DS-E00-001 for details.

Motor Ratings, PE3 Frame														
Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 90/6	9.9 kW	9 kW 12 HP	1185	208	41.6	367	M	1.3	91.0	89.2	85.1	.660	.571	.448
				230	37.6	332								
				460	18.8	166								
				600	14.4	127								



Submersible Sewage Pump Type ABS XFP

XFP 100G-CB1 | 4", 6 Pole, 3-Phase, 60 Hz, PE3

Cable Data, PE3 Frame

Power Cable	Motor	Motor Voltage	Cable Qty	Cable Type ³	Cable Nominal Outside Diameter +/- .5mm (.02")	
	PE 90/6	208 volt	1	SOOW 8/4+16/3	Power	Ground
		230 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
		460 volt	1	SOOW 10/7	24.4mm (0.96")	Integrated w/ Power
		600 volt	1	SOOW 12/7	20.7mm (0.82")	Integrated w/ Power
			1	SOOW 12/7	18.8mm (0.74")	Integrated w/ Power
Control Cable	Motor Monitoring Type ⁴		Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
	Std monitoring w/ SOOW Power Cable		N/A	Integrated w/ Power	Integrated w/ Power	
	Std monitoring w/ G-GC Power Cable		1	SOOW 16/4	10.6mm (0.42")	
	Cable Length		Standard: 15m (49 feet)			
			Optional: 20m (65 feet), 30m (98 feet); Consult Factory for longer lengths			

³ Type SOOW power cables have integrated control wires. ⁴ See motor protection on page 1.

Pump Data

Discharge Size	4" flanged, compatible with 4" class 125 ANSI flanges						
Suction Size (Wet-Pit / Dry-Pit)	4" flanged / 4" flanged, compatible with 4" class 125 ANSI flanges, threaded for 8x5/8-11 UNC screws, 30mm (1.2") deep						
Volute Pressure Rating	16 bar (232 psi)						
Impeller Type	Semi-Open, 1-vane, Contrablock Plus, w/ Seal Protection System						
Impeller	Code	.5	.4				
	Diameter, mm (in.)	260 (10.2)	280 (11.0)				
Solids Passage Size, mm (in.)		100 (3.94)	100 (3.94)				
Min. Recommended Flow, GPM ⁵		275	295				

⁵ Recommend minimum continuous flow. Consult factory for applications below this flow rate.

Materials of Construction

	Standard	Optional
Power/Control Cable Jacket	Chlorinated Polyethylene (CPE)	
Lifting Hoop	Stainless Steel 1.4401 (AISI 316)	
Cable Connection Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Motor Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cooling Jacket	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Intermediate Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate/Cooling Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft	Stainless Steel 1.4021 (AISI 420)	
Impeller	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) ⁶	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Wear Parts Bottom/Wear Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) ⁶	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Volute	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
External Hardware	Stainless Steel 1.4401 (AISI 316)	
O-Rings and Cable Glands	Nitrile (Buna-N)	Viton®
Mechanical Lower	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton®, 316 SS
Seals Upper	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Coating/Protection	Two-part epoxy, blue, 120µm (4.7 mil) DFT	Two-part epoxy, blue, 400µm (15.7 mil); Wet-end liquid ceramic coating, 500µm (19.7 mil); Zinc Anodes

⁶ Hardening of bottom edge of impeller vane and wear plate surface available. Consult factory for details.

General Data (Standard Materials of Construction & Cable Length)

	PE 90/6				
Overall Height	1282mm (50.5")				
≈ Pump Weight (Non-Cooled)	361 kg (796 lb)				



SULZER

Massblatt XFP 100G-CB1/2 Trockeninstallation

Dimension sheet DRY-WELL Installation

Dimensioni Installazione a secco

Hoja de dimensiones instalación en seco

Plan d'encombrement Installation a sec

No: AN-M.22.593 - 05 2

Drawn: 05/08/10 D.Wheelan

Issue Date: 09/05/2013

Znderungen vorbehalten
Technical changes reserved
Con riserva di modifiche
Con reserva de modificaciones
Sous réserve de modification

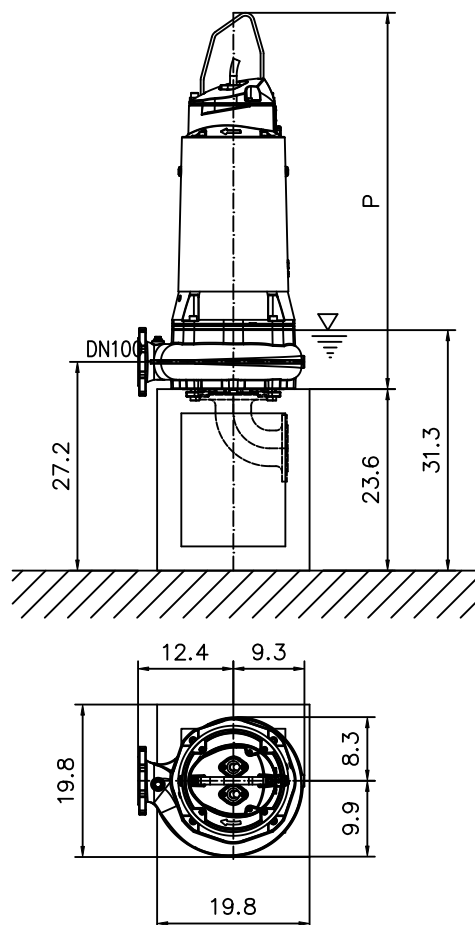
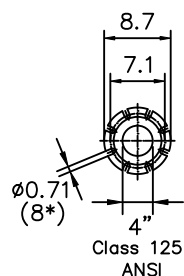
50 Hz

U.S.

Typ Type Tipo	Gewicht Weight Poids N.C.J. (lbs)	Gewicht Weight Poids W.C.J. (lbs)	P (")
PE 110/4	760	850	51
PE 140/4	760	850	51
PE 160/4	805	895	51
PE 185/4	805	895	51
PE 220/4	830	920	52.6

60 Hz

Typ Type Tipo	Gewicht Weight Poids N.C.J. (lbs)	Gewicht Weight Poids W.C.J. (lbs)	P (")
PE 90/6	785	895	51
PE 130/4	760	875	51
PE 150/4	760	875	51
PE 185/4	830	920	51
PE 210/4	83	920	51
PE 250/4	875	985	52.6

N.C.J. = No Cooling Jacket
W.C.J. = With Cooling Jacket

Gewicht: Beinhaltet Pumpe und Kabel (50 Hz = 10 m; 60 Hz = 15 m)
Weight: includes pump and cable (50 Hz = 10 m; 60 Hz = 15 m)
Peso: include pompa e cavo (50 Hz = 10 m; 60 Hz = 15 m)
Peso: Incluye bomba y cable (50 Hz = 10 m; 60 Hz = 15 m)
Poids : incluant la pompe et le cable (50 Hz = 10 m; 60 Hz = 15 m)

Guss-Allgemeintoleranzen nach DIN1680 - GTB16
General tolerances for castings in acc. to DIN1680-GTB16
Tolleranze generali delle fusioni secondo DIN1680-GTB16
Tolerancias generales para la fundición seg. de DIN1680-GTB16
Tolérance générale de la fonderie selon DIN1680-GTB16

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 17 - Vertical Turbine Pumps

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		ABS/Hydra Service		Flowserve/C&V				
		Dale Jahn		Brandon Lang				
		407-790-9751		813-841-5200				
Base Bid Before Alternates		\$ 288,764.00		\$ 245,411.00		\$ -		
Vertical Turbine Pumps	Y	\$ 278,164.00	Y	\$ 245,311.00		\$ -		\$ -
Start-Up Services	Y	\$ 10,500.00	Y	\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00	Y	\$ 100.00		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ 10,000.00		\$ 5,000.00				
Start-Up Services	Y	INC	Y	\$ 5,000.00		\$ -		\$ -
Anchor Bolts & Calcs	Y	\$ 5,000.00	Y	INC		\$ -		\$ -
Inspection & Testing	Y	\$ 5,000.00	Y	INC		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y		Y				
Clarifications / Exceptions		Y		Y				
Acknowledged Addenda		Y		Y				
SRF Davis Bacon		N		Y				
SRF AIS & BABA		N		Y				
Additional Notes								
		Taxes not included		Taxes not included				
SUBTOTAL:		\$ 288,764.00		\$ 245,411.00		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ 10,000		\$ 5,000		\$ -		\$ -
Total Adjusted Scope:		\$ 298,764.00		\$ 250,411.00		\$ -		\$ -
		\$ 298,764.00		\$ 250,411.00	NO BID		NO BID	

Recommend award to:

Flowserve (C&V)

Adam Bergdahl

From: Dale Jahn <dale@hydraservice.net>
Sent: Thursday, August 3, 2023 5:24 AM
To: Adam Bergdahl
Subject: Deland Wiley M Nash WRF Expansion - Vertical Turbine bid package
Attachments: Deland Wiley M Nash WRF Expansion - Vertical Turbine Bid Package Submittal.pdf

Good morning Adam,

See attached. Please let me know if you have any questions.

Thank you,

Dale M. Jahn
District Sales Manager
Hydra Service, Inc.
250 Springview Commerce Drive
Debary, Florida 32713
Cell: 407-790-9751
Office: 407-330-3456
Fax: 407-330-3404
e-mail: dale@hydraservice.net



Visit us at www.hydraservice.net

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Vertical Turbine Pumps

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydra Service
Contact Name: Dale Jahn Title: District Sales Manager
Address: 250 Springview Commerce Drive
DeBary, FL 32713
Phone Number: 407-790-9751 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23
No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding € Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, ~~taxes~~, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents. *Taxes not included.*

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Vertical Turbine Pumps	2	EA	\$ <u>139,082.00</u>	\$ <u>278,164.00</u>
2.	Start-Up Services	10	DAYS	\$ <u>1,050.00</u>	\$ <u>10,500.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>288,764.00 plus taxes</u>

Two Hundred Eighty Eight Thousand Seven Hundred Sixty Four & 00/100 plus taxes.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

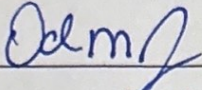
Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittals Lead Time – Pumps	<u>6-8 weeks</u>
2.	Lead Time – Pumps from Formal Release	<u>32-34 weeks</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES ☒ NO *N/A*

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES ☒ NO *N/A*

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Dale M. Jahn, District Sales Mgr.

Print Name / Title

8/3/23

Date



Tender No. USA.6477-NWW.22.6477-FO-Rev.2A

August 2, 2023

Deland Wiley M Nash WRF Comments and Exceptions:

Section 33 11 21

1.03 Quality Assurance

1.02.G Sulzer is taking exception. We are offering an Anchor Bolt Analysis report only.

1.03 C. VFD by others, not in Sulzer's scope.

1.03 E. Comment:

Natural Frequency Analysis will be performed on the pumps to identify the significant critical speeds, within the required safety margins per specification requirements. Where feasible, any significant critical speeds identified to be within this range will be tuned so as to move them outside the required margins. However, should the operating range and margins be too large to adequately tune out a critical speed, Sulzer may request frequency lock-out on the VFD. This may be coordinated with the purchaser so as to avoid frequency block out at continuous duty points, to the extent as is feasible.

Sulzer will do the level best to meet the Natural Resonant Frequency within the operational rotational frequencies. Sulzer has a sound design based on modern design tools and actual separations margins will be informed at a later stage after the Analysis is performed.

Sulzer won't be responsible for any deviation of the previous information supplied during the analysis submittal/approval process, in case if it differs from the data on-site.

Sulzer understanding is that the structure is rigid.

1.03 Submittals

1.03 A. 1.b. Sulzer is taking exception. We are offering an Anchor Bolt Analysis report only.

1.03 A. 1.g. VFDs not in Sulzer's scope

1.03 A.1. I. Exception; not clear

Part 2

2.02 A. Exception. Sulzer is offering mixed-flow pumps for this project, they are not designed to run back to shutoff, hence the dip in the curve.

2.04 B. 1. By Others, not in Sulzer's scope.

2.04 C.2. Valves by others, not in Sulzer's scope

2.04 E.2.D. Spiders (bearing retainers) being supplied are 304SS

2.04 F.2.Bowl bearing are bronze, dual bearing are not offered on Sulzer mixed-flow pumps.

Part 3

3.02 Painting and Coating;

OD Coating is Carboline 891, Color is White

3.02 Inspection and Testing

3.02 A, B, C, are by others, not in Sulzer's scope, Sulzer will supervise. Startup services will be provided by our representative, Hydra Service.

3.02.D By others. Independent third party vibration testing is NOT included in Sulzer's scope.

Table 33 11 21: Sulzer's scope includes 75hp motors, not 100hp. 75hp is sufficient for the proposed Sulzer curve. Proposed Sulzer curve deviates from specified run-out conditions.

Motor Vendor Comments:

Quote Comments:

Section 33 11 21

1. 2.04.A.1 – Coordination and motor sizing by others.
2. 2.04.A.3 – Motor momentary up-thrust shall only be 30% of the price book thrust value.

3. 2.04.A.8 – Reverse runaway speed is not applicable due to the installed NRR.
4. Part 3 – By others.

General Comments:

We have reviewed only motor related clauses in the specification submitted. Compliance with rest of the specification by others.

The motor full load amps under VFD power must be coordinated with the VFD. Full load amps to confirm compatibility.

All referenced to coordination, sizing of motors, execution, field testing, delivery, storage or handling to be done by others.

All auxiliary components, monitors, relays, wires & cables, external grounding, anchor bolts, couplings, anchorage, sole plates, bed plates, VFDs and other external controls are provided by others.

Prior to production release, orders aged over 90 days may be repriced to accommodate actual increase in material and manufacturing costs.

Section 09 90 00

Sulzer is offering Carboline 891, a NSF 61 Certified coating, color is white.

Misc

Pricing does NOT include taxes.

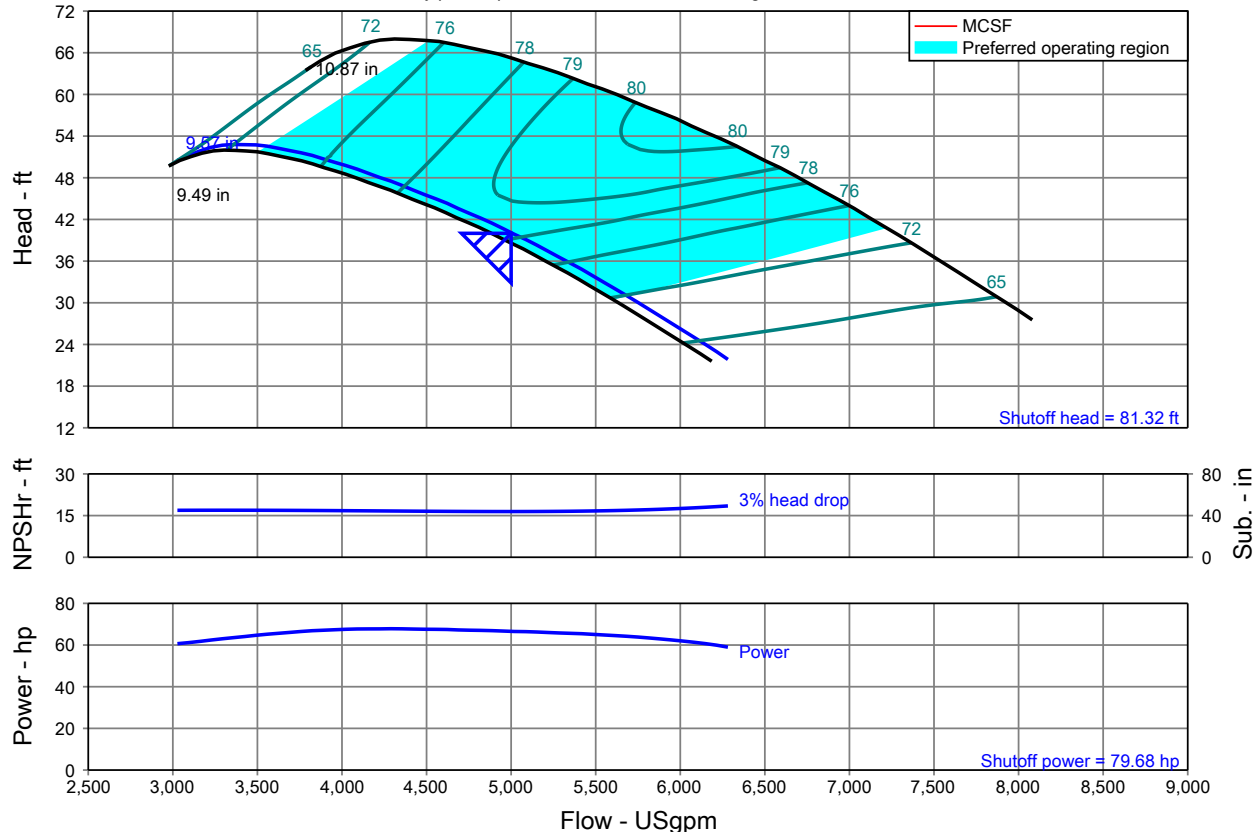
Pricing is for supply of equipment only. Installation is NOT included.

Pump Performance Datasheet

Customer	: HYDRA SERVICE (S), INC.	Sulzer Reference ID	: USA.6477-NWW.22.6477-F0
Customer reference	:	Type / Size	: JM-16PS-6V
Item number	: 004	Stages	: 2
Service	:	Based on curve number	: SJM-115-003-63-11-10 Rev
Quantity	: 2		SJM-16PS-6V
		Date of Last Update	: 02 Aug 2023 3:46 PM

Operating Conditions		Liquid	
Flow, rated	: 5,000.0 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 40.00 ft	Additional liquid description	:
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids diameter, max	: 0.00 in
NPSH available, rated	: Ample	Solids concentration, by volume	: 0.00 %
Site Supply Frequency	: 60 Hz	Temperature, rated / max	: 68.00 / 68.00 deg F
Performance		Fluid density, rated / max	: 1.000 / 1.000 SG
Speed criteria	: Synchronous	Viscosity, rated	: 1.00 cP
Speed, rated	: 885 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 9.57 in	Material	
Impeller diameter, maximum	: 10.87 in	Material selected	: Cast Iron Bowl, AL. Bronze Impeller
Impeller diameter, minimum	: 9.49 in	Pressure Data	
Efficiency (bowl / pump)	: 81.4 / 78.2 %	Maximum casing/bowl working pressure	: See the Additional Data page
NPSH (3% head drop) / margin required	: 16.5 / 2.0 ft	Maximum allowable working pressure	: See the Additional Data page
Submergence, minimum required	: 49.38 in	Maximum allowable suction pressure	: 50.00 psi.g
Ns (imp. eye flow) / Nss (imp. eye flow)	: 5,689 / 8,287 US Units	Hydrostatic test pressure	: See the Additional Data page
MCSF	: 1,953.5 USgpm	Driver & Power Data (@Max density)	
Head, maximum, rated diameter	: 54.71 ft	Driver sizing specification	: Maximum power
Head rise to shutoff (bowl / pump)	: 89.57 / 97.12 %	Margin over specification	: 0.00 %
Flow, best eff. point (bowl / pump)	: 4,871.2 / 4,761.4 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP (bowl / pump)	: 102.64 / 105.01 %	Power, hydraulic	: 54.14 hp
Diameter ratio (rated / max)	: 88.04 %	Power (bowl / pump)	: 66.48 / 66.55 hp
Head ratio (rated dia / max dia)	: 63.00 %	Power, maximum, rated diameter	: 67.83 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 75.00 hp / 55.93 kW
Selection status	: Acceptable		

Pump performance. Adjusted for construction, viscosity, static lift to discharge nozzle centerline, friction and power losses of lineshaft and thrust bearings.
The duty point represents the head at the discharge nozzle centerline.



Scope of Supply

Customer	HYDRA SERVICE (S), INC.	Sulzer Reference ID	USA.6477-NWW.22.6477-F0
Project Name		Inquiry Date	
Customer reference		Bid Submitted Date	
Item number	004	Date last saved	02 Aug 2023 3:46 PM
Application	Municipal Water Supply & Distribution - 4606	Type / Size / Stages	JM-16PS-6V / 2
Pump speed	885 rpm		

Pump Total

Qty	Description
2	JM-16PS-6V 2 stage(s) <i>Wet pit pump</i> <i>Head measured at CL discharge</i> <i>Product Lubrication</i> <i>TPL: 13 ft</i>
1	Material Class Material Class: Material Class CI-BZ
2	Bowl Assembly Bowl Assembly Model: JM-16PS-6V 2 Stages Series Stage Bowl Material: Cast Iron Series Stage Impeller Material: AL Bronze Case Liner: AL Bronze ID of Bowls Only to be ScotchKote. Bowl/Bowl Bolting: [Per Material Class Spec] Bowl Bearing: Bronze Bowl Bearing: Bronze Pump Shaft: 12% Chrome Pumpshaft Split Ring: Pumpshaft Split Ring [Per Material Class Spec] Pumpshaft Sleeve Coupling: 12% Chrome Pumpshaft Key: Pumpshaft Key [Per Material Class Spec] Pumpshaft Retaining Ring: Pumpshaft Retaining Ring [Per Material Class Spec] Suction Bell: Cast Iron Bell/Bowl Bolting: [Per Material Class Spec] Suction Bell Bearing: Bronze Suction Strainer: Basket, 316SS w/Vortex cross Suction Strainer Clamp: Suction Strainer Clamps [Per Material Class Spec] Suction Strainer Washer: Suction Strainer Washer [Per Material Class Spec] Suction Strainer Bolting: Suction Strainer Bolting [Per Material Class Spec] Impeller Key, Split Ring, Bolting [Per Material Class Spec] Impeller Retainer :: Impeller Retainer [Per Material Class Spec] Impeller Balancing Criteria: Dynamically Balanced Impellers [ISO 1940 G2.5 (8 W/N)] Catalyst Cured Epoxy
1	All bolting/hardware to be 316SS Column Assembly Column Assembly: Length 8.62 ft. Column Pipe Material: Carbon Steel Column Selection Column Selected 60 In. (Qty 2 per pump) Max Bearing Spacing: 60 in. Column Diameter: 16 in. Column Wall Thickness: 0.375 in. Column Connection Type: Flanged Lineshaft Lubrication: Product Lubrication Lineshaft Diameter: 1.50 in. Lineshaft Material: 12% Chrome

Pump Total

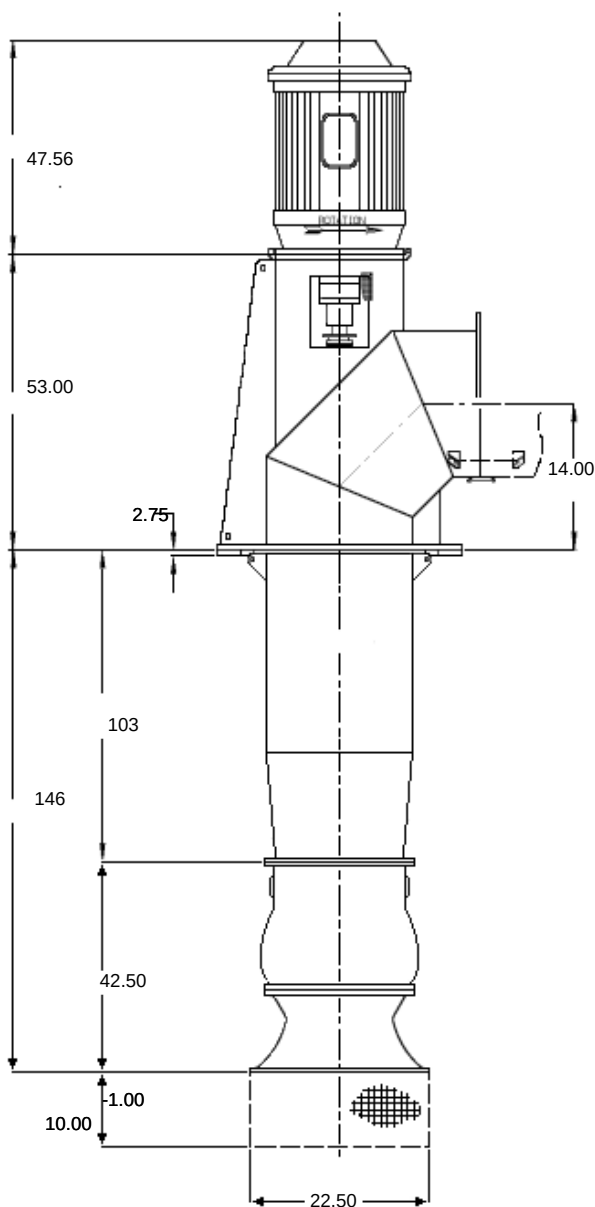
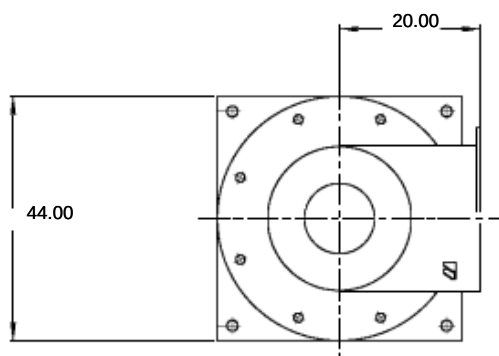
Qty	Description
	Lineshaft Bearing Material: Cutless Rubber Threaded Coupling: 12% Chrome Bearing Retainers: Integral Retainers Column Bolting: Hex Hed Screw [Per Material Class Spec] Column Coating: Catalyst Cured Epoxy:Carboline 891 Discharge Head Assembly Discharge Head Type: JTAF Fabricated Discharge Head Discharge Elbow Material: Carbon Steel Discharge Head Riser Pipe & Driver Stand: Carbon Steel Discharge Flange Diameter: 16 in. Discharge Elbow Wall Thickness: 0.375 in. Round Base: Carbon Steel Lifting Eyes: Carbon Steel Jacking Lugs: Carbon Steel Coupling Guard: Aluminum Discharge Head Bolting: [Per Material Class Spec] Motor Base Diameter: Motor stand: None Packing Box PlateCarbon Steel Headshaft Diameter: 1.50 in. Discharge Headshaft Material: 12% Chrome Head Shaft Bearing: Bronze [C89835 Federalloy III] Head Shaft Couplings: Threaded Coupling Sole Plate Type: Standard Soleplate Standard Sole Plate: Carbon Steel [A36 and A53 Gr. B] Seal Box w/Mechanical Seal: Cast Iron Discharge Head Coating: Catalyst Cured Epoxy:Carboline 891-Inside & Outside Diameter Sole Plate Coatings: Catalyst Cured Epoxy:Carboline 891 Color shades Paint Shade: White Mechanical Seal and Options Mechanical Seal and Options Headshaft Seal Selection 2 Seal Options: John Crane Type 5610 Silicon Carb. Vs Silicon Carb. Seal Type: Cartridge Seal Size and Configuration 1 Seal Size: 1.50 in. Seal Piping Plans: Single Seal 1 Shaft Seal Housing Material: Cast Iron Seal Piping Plan Options Primary Seal Plan Piping: Seal Plan 13 2 Primary Shaft Seal - Labor and Piping only: Seal Plan 13 Seal Plan Components: None Primary Seal Plan Piping: 1/2 in. Seal Plan Components: Seal Plan Components Secondary Seal Plan Piping: Seamless Tubing: 316 Aus [A269 Type 316] Optional Piping Plan Mounting: On Discharge Head Buyout Components Driver Selection Driver Model: : 1 Driver Base Diameter: : 0.00 in Additional Driver Data: See Data Sheets: See Data Sheets Testing, Quality Inspections, Engineering Analysis Product Testing Non Witnessed Tests (Performance, Pump and Hydro)

Pump Total

Qty	Description
	Pump Performance Test
	Hydro Test Bowl
	Discharge Head Hydro Test
	Column Pipe Hydro Test (Per Section)
	Engineering Analysis
1	Engineering Analysis: ENG Structural
1	Level 2 Finite Element Analysis (FEA)
1	Anchor Bolt Calculations

Driver

Qty	Description
	Buyout Components
	Driver Selection
	Motor manufacturer: VHS NEMA Motor - User Defined
	Selected Motor And Price: User Defined Motor
	Driver Manufacturer: US-Nidec: US-Nidec
	Driver Enclosure: TEFC: TEFC
	Driver Shaft Type: Hollow shaft
	Driver Power: 75 HP
	Driver Speed: 885 RPM
1	Driver Voltage: 460 V
1	Driver Weight: 2,020.0 lb
1	Driver Height: 47.56 in



Pump Information	
Pump Size / stages	: JM-16PS-6V / 2
Discharge Head	: JTAf Fabricated Discharge Head
Discharge Nozzle	: 16 in. / 150 # FF
Suction Nozzle	: N/A
Column	: Flanged, 16 in.
Lineshaft	: 1.5 in. / Product Lubrication
Turndown	: N/A
Can Assembly	: N/A
Strainer	: Basket
Min Submergence	: 49.38 in
Coupling	: Threaded
Seal Manufacturer	: John Crane Type 5610 Silicon Carb. Vs Silicon Carb.
Motor Information	
Manufacturer	: N/A
Enclosure	: -
Type	: Vertical hollow shaft
Speed	: 885 RPM
Power / S.F.	: 75.00 hp / 1
Volt/Phase/Frequency	: 460 V / 3 / 60 Hz
Motor BD	: 0 in.
Equipment Weights (Approximate)	
Motor	: 2,020.0 lb
Discharge Head	: 1,650.0 lb
Column	: 777.1 lb
Baseplate	: 312.0 lb
Bowl Assembly	: -1.00 lb
Total	: 4,757.1 lb
Project Information	
Customer	: HYDRA SERVICE (S), INC.
End user	: -
Project Name	: -
Country of Install	: -
Tender	: USA.6477-NWW.22.6477-F0
Curve Number	: -
Inquiry number	: -
Item number	: Item 1
Date last saved	: 02 Aug 2023
Certification	
Dimensions in , unless otherwise specified	
NOTE : DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
 A Sulzer Brand SULZER	

NIDEC MOTOR CORPORATION

8050 WEST FLORISSANT AVE.
ST. LOUIS, MO 63136



DATE: 8/1/2023

P.O. NO.:

CITY OF DELAND

Order/Line NO.:

1663058 IN 100

TO: SULZER PUMPS SOLUTIONS INC
155 ALSTROM WAY
EASLEY, SC, 29640

ATTN: CUST

Model Number: NA

REVISIONS:

Catalog Number:

VHS TEFC Configuration
CONF,MOTOR,VHS TEFC

**ALL DOCUMENTS HEREIN ARE CONSIDERED TYPICAL BY NIDEC MOTOR CORPORATION.
THANK YOU FOR YOUR INQUIRY AND THE OPPORTUNITY TO SERVE YOU.**

Features:

Temporary - DO NOT COPY
Horsepower 00075.00~00000.00 ~ KW: 55.95
Enclosure TEFC
Poles 08~00 ~ RPM: 900~0
Frame Size 444~TP
Phase/Frequency/Voltage.. 3~060~460
Winding Type Random Wound
Service Factor 1.15
Insulation Class Class "F" ~ Insulife 2000
Altitude In Feet (Max) .. 3300 Ft.(1000 M) ~ +40 C
Efficiency Class Premium Efficiency
Application Vertical Centrifugal Pump
Inverter Duty NEMA MG1 Part 31
Customer Part Number
16.5" Base ~ Coupling Size: 1-1/2" Bore, 3/8" Key
Non-Reverse Ratchet ~ Steady Bushing
Pricebook Thrust Value (lbs).. 11700
Customer Down Thrust (lbs) ... 2355.0
Customer Shutoff Thrust (lbs). 4464.6
Up Thrust (lbs): ~
Inverter Duty Rating Details:
Load Type (Base Hz & Below) .. Variable Torque
Speed Range (Base Hz & Below). 5:1
VFD Service Factor 1.00
Temperature Rise (Sine Wave): "B" Rise @ 1.0 SF (Resist)
Starting Method DOL and VFD Start
Duty Cycle Continuous Duty
Efficiency Value 93.6 % ~ Typical
Sound Pressure Required (dBA) 80 dBA @ 1M Sound Pressure
Load Inertia: NEMA ~ Standard Inertia: 1814 LB-FT²
Number Of Starts Per Hour: NEMA
Motor Type Code TUI
Rotor Inertia (LB-FT²) 73.3 LB-FT²
Qty. of Bearings PE (Shaft) 1
Qty. of Bearings SE (OPP) 1
Bearing Number PE (Shaft) 90BC02J3
Bearing Number SE (OPP) 100BT03M

Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

NIDEC MOTOR CORPORATION

8050 WEST FLORISSANT AVE.
ST. LOUIS, MO 63136



DATE: 8/1/2023

P.O. NO.: CITY OF DELAND
Order/Line NO.: 1663058 IN 100

TO: SULZER PUMPS SOLUTIONS INC
155 ALSTROM WAY
EASLEY, SC, 29640
ATTN: CUST

Model Number: NA
Catalog Number:
VHS TEFC Configuration
CONF,MOTOR,VHS TEFC

REVISIONS:

**ALL DOCUMENTS HEREIN ARE CONSIDERED TYPICAL BY NIDEC MOTOR CORPORATION.
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Accessories:

44,000 Hours L-10 Bearing Life
Counter CW Rotation FODE
Aegis Ground Ring (SGR)
Insul. Bearings- Both Brackets
115 Volt Space Heaters
Special Balance
ABMA Number on Main Nameplate
Thermostats - Normally Closed
Test Requirements:
Short Commer. Test - Unwit

USE THE DATA PROVIDED BELOW TO SELECT THE APPROPRIATE DIMENSION PRINT

Horsepower	75
Pole(s)	08
Voltage(s)	460
Frame Size	444TP
Outlet Box AF	5.13
Outlet Box AA	3.00

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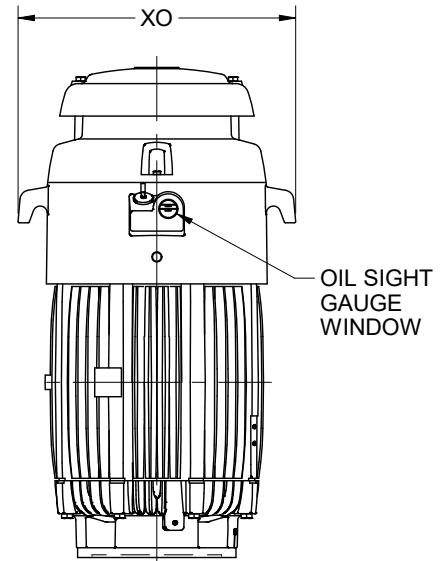
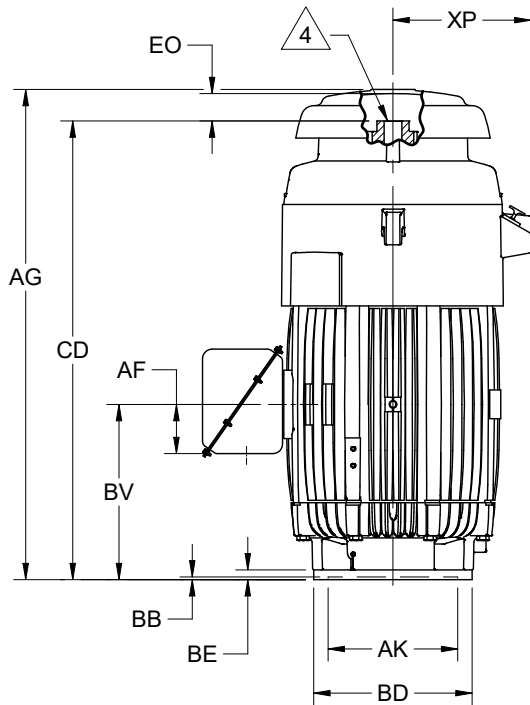
EFFECTIVE:
13-MAR-23

SUPERSEDES:
13-JAN-23

DIMENSION PRINT
WITH NEMA "P" BASE & WM O/B
FRAME: 440TP, TPA
BASIC TYPE: TU

PRINT:
09-3563

SHEET:
1 OF 1



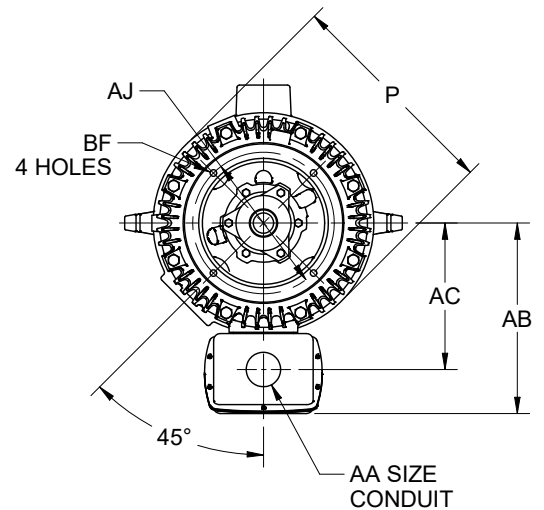
DIMENSIONS ARE IN INCHES AND MILLIMETERS
(TOLERANCES ARE IN INCHES)

UNITS	P ²	AA	AB	AC	AF
IN	23.25	3.00	19.84	15.26	5.13
MM	591		504	388	130

UNITS	AJ	AK +.005	BB MIN	BE	BF
IN	14.750	13.500	.25	1.00	.69
MM	374.65	342.90	6	25	18

UNITS	EO	XO	XP
IN	4.63	28.94	14.38
MM	117	735	365

FRAME	UNITS	AG	BV	CD	FRAME	UNITS	BD MAX
444, 445	IN	47.56	16.50	42.50	440TP	IN	16.50
	MM	1208	419	1080		MM	419
447	IN	51.06	18.25	46.00	440TPA	IN	20.00
	MM	1297	464	1168		MM	508



TOLERANCES	
FACE RUNOUT	.007 T.I.R.
PERMISSIBLE ECCENTRICITY OF MOUNTING RABBIT	.007 T.I.R.

1. DIMENSIONS MAY VARY $\pm .25$ " DUE TO CASTING AND/OR FABRICATION VARIATIONS.
2. LARGEST MOTOR WIDTH.
3. CONDUIT BOX MAY BE ROTATED IN STEPS OF 90 DEGREES. STANDARD AS SHOWN WITH CONDUIT OPENING DOWN.
4. PUMP SHAFT, ADJUSTING NUT AND LOCKING SCREWS ARE NOT FURNISHED WITH MOTOR.

09-3563/A

Nidec Motor Corporation
St. Louis, Missouri

INFORMATION DISCLOSED ON THIS DOCUMENT
IS CONSIDERED PROPRIETARY AND SHALL NOT BE
REPRODUCED OR DISCLOSED WITHOUT WRITTEN
CONSENT OF NIDEC MOTOR CORPORATION



ISSUED BY
K. FRIEDMAN
APPROVED BY
C. BUCKLEY

Page 5 of 21
Page 768 of 1257

IHP_DP_NMCA (MAR-2011) SOLIDEDGE

NAMEPLATE DATA

CATALOG NUMBER:		NAMEPLATE PART #: 422707-005	
MODEL	FR 444TP	TYPE TUI	ENCL TEFC
SHAFT END BRG 90BC02J3 - QTY 1		OPP END BRG 100BT03M - QTY 1	
PH 3	MAX AMB 40 C	ID# (ref: Order#: 1663058, Type: IN, Line#: 100)	
INSUL CLASS F	Asm. Pos.	DUTY CONT	
HP 75	RPM 890	HP	RPM
VOLTS 460		VOLTS	
FL AMPS 96.0		FL AMPS	
SF AMPS 109.0		SF AMPS	
SF 1.15	DESIGN B	CODE G	
NEMA NOM EFFICIENCY 94.5	NOM PF 77.4	KiloWatt 55.95	
GUARANTEED EFFICIENCY 93.6	MAX KVAR	HZ 60	
		NEMA NOM EFFICIENCY	NOM PF
		GUARANTEED EFFICIENCY	MAX KVAR
			HZ

HAZARDOUS LOCATION DATA (IF APPLICABLE):

DIVISION	CLASS I	GROUP I
TEMP CODE	CLASS II	GROUP II



VFD DATA (IF APPLICABLE):

VOLTS 460	AMPS 100.8
TORQUE 1 442.80LB-FT	TORQUE 2
VFD LOAD TYPE 1 VT/PWM	VFD LOAD TYPE 2
VFD HERTZ RANGE 1 12-60	VFD HERTZ RANGE 2
VFD SPEED RANGE 1 180-900	VFD SPEED RANGE 2
SERVICE FACTOR 1.00	FL SLIP
NO. POLES	MAGNETIZING AMPS
VECTOR MAX RPM	Encoder PPR
Radians / Seconds	Encoder Volts

TEAO DATA (IF APPLICABLE):

HP (AIR OVER)	HP (AIR OVER M/S)	RPM (AIR OVER)	RPM (AIR OVER M/S)
FPM AIR VELOCITY	FPM AIR VELOCITY M/S	FPM AIR VELOCITY SEC	

ADDITIONAL NAMEPLATE DATA:

Decal / Plate	WD=499495	Customer PN	
Notes		Non Rev Ratchet	NRR
Max Temp Rise	80C RISE/RES@1.00SF	OPP/Upper Oil Cap	4.62 QT/4.4 L
Thermal (WDG)	OVER TEMP PROT 2	SHAFT/Lower Oil Cap	GREASE
Altitude		Usable At	
Regulatory Notes		Regulatory Compliance	
COS		Marine Duty	
Balance	0.06 IN/SEC	Arctic Duty	
3/4 Load Eff.	94.9	Inrush Limit	
Motor Weight (LBS)	1900	Direction of Rotation	
Sound Level	80 DBA @ 1M	Special Note 1	
Vertical Thrust (LBS)	11700	Special Note 2	
Thrust Percentage	100% HT	Special Note 3	
Bearing Life	44K	Special Note 4	
Starting Method		Special Note 5	
Number of Starts		Special Note 6	
200/208V 60Hz Max Amps		SH Max. Temp.	
190V 50 hz Max Amps		SH Voltage	SH VOLTS=115V
380V 50 Hz Max Amps		SH Watts	SH WATTS=192W
NEMA Inertia		Load Inertia	
Sumpheater Voltage		Sumpheater Wattage	
Special Accessory Note 1		Special Accessory Note 16	
Special Accessory Note 2		Special Accessory Note 17	
Special Accessory Note 3		Special Accessory Note 18	
Special Accessory Note 4		Special Accessory Note 19	
Special Accessory Note 5		Special Accessory Note 20	
Special Accessory Note 6		Special Accessory Note 21	
Special Accessory Note 7		Special Accessory Note 22	
Special Accessory Note 8		Special Accessory Note 23	
Special Accessory Note 9		Special Accessory Note 24	
Special Accessory Note 10		Special Accessory Note 25	
Special Accessory Note 11		Special Accessory Note 26	
Special Accessory Note 12		Special Accessory Note 27	
Special Accessory Note 13		Special Accessory Note 28	
Special Accessory Note 14		Special Accessory Note 29	
Special Accessory Note 15		Special Accessory Note 30	
Heater in C/B Voltage		Heater in C/B Watts	
Zone 2 Group		Division 2 Service Factor	
Note 1		Note 2	
Note 3		Note 4	
Note 5		Note 6	
Note 7		Note 8	
Note 9		Note 10	
Note 11		Note 12	
Note 13		Note 14	
Note 15		Note 16	
Note 17		Note 18	
Note 19		Note 20	
Note 21		Note 22	

NIDEC MOTOR CORPORATION
ST. LOUIS, MO

TYPICAL NAMEPLATE DATA
ACTUAL MOTOR NAMEPLATE LAYOUT MAY VARY
SOME FIELDS MAY BE OMITTED



Nidec trademarks followed by the ® symbol are registered with the U.S. Patent and Trademark Office.

MOTOR PERFORMANCE

MODEL NO.	CATALOG NO.	PHASE	TYPE	FRAME
NA	NA	3	TUI	444TP
ORDER NO.		1663058	LINE NO.	100
MPI:				273009
HP:				75
POLES:				8
VOLTS:				460
HZ:				60
SERVICE FACTOR:				1.15
EFFICIENCY (%):				
S.F.				94.2
FULL				94.5
3/4				94.9
1/2				94.3
1/4				91.1
POWER FACTOR (%):				
S.F.				79
FULL				77.4
3/4				72.4
1/2				61.8
1/4				40.4
NO LOAD				3.4
LOCKED ROTOR				25.3
AMPS:				
S.F.				109
FULL				96
3/4				77
1/2				60
1/4				48
NO LOAD				42.9
LOCKED ROTOR				585.9
NEMA CODE LETTER				G
NEMA DESIGN LETTER				B
FULL LOAD RPM				890
NEMA NOMINAL / EFFICIENCY (%)				94.5
GUARANTEED EFFICIENCY (%)				93.6
MAX KVAR				29.1
AMBIENT (°C)				40
ALTITUDE (FASL)				3300
SAFE STALL TIME-HOT (SEC)				30
SOUND PRESSURE (DBA @ 1M)				65
TORQUES:				
BREAKDOWN{% F.L.}				246
LOCKED ROTOR{% F.L.}				128
FULL LOAD{LB-FT}				442.8

NEMA Nominal and Guaranteed Efficiencies are up to 3,300 feet above sea level and 25 ° C ambient

The Above Data Is Typical, Sinewave Power Unless Noted Otherwise

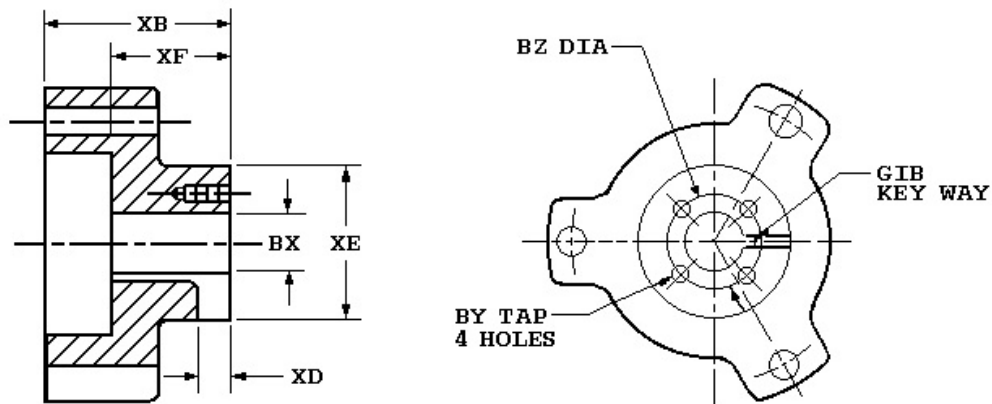
NIDEC MOTOR CORPORATION
ST. LOUIS, MO



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Vertical HOLLOSHAFT Coupling Dimensions

Standard Coupling Dimensions



Coupling Part Number	118296
BX Nominal	1 1/2
Actual Bore	1.501
BY	1/4-20
BZ	2 1/8
XB	3 13/16
XD	17/32
XE	3 5/8
XF	2 3/4
SQ. KEY	3/8

Notes:

1. All Rough casting dimensions may vary by 0.25" due to casting variations.
2. All tapped holes are Unified National Course, Right Hand thread.
3. Coupling bore dimension "BX" is machined with a tolerance of - .000", +.001" up to 1.50" bore inclusive. Larger bores: -.000", +.002".



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TYPICAL REED CRITICAL FREQUENCY DATA

Note: Motor RCF Test Data can be provided at time of motor shipment through special test.
Please contact your Nidec Motor Corporation representative for more information.

MODEL NO: NA
CATALOG NO: NA

Frame: 444TP Type: TUI

REED CRITICAL FREQUENCY:	56	HZ
CENTER OF GRAVITY:	19	IN
DEFLECTION @ CENTER OF GRAVITY:	0.0031	IN
UNIT WEIGHT:	1900	LBS
BASE DIAMETER:	16.5	IN
TOLERANCE ON RCF VALUE:	10%	
DATE:	8/1/2023	



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Adam Bergdahl

From: Brandon Lang <blang@cviwater.com>
Sent: Thursday, August 3, 2023 1:51 PM
To: Adam Bergdahl
Subject: Deland Wiley Nash - VTP Bids
Attachments: Vertical Turbine-Pumps Bid Manual CV Flowserve 20230802.pdf

Adam,

Attached is our quote. Please let me know if you have any questions or need additional information.

Sincerely,

Brandon Lang, P.E.
Regional Sales Manager
Carter & VerPlanck, a DXP Company
4910 W Cypress St.
Tampa, FL 33607
Office 813-287-0709
Mobile 813-481-5200
blang@cviwater.com
www.cviwater.com
www.dxpe.com



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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Vertical Turbine Pumps

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Carter & VerPlanck, a DXP Company (Flowserve)

Contact Name: Brandon Lang Title: Regional Manager

Address: 4910 W. Cypress St.

Tampa, FL 33607

Phone Number: 813-481-5200 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☐ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 07/10/2023 No. 3 Dated 07/28/2023

No. 2 Dated 07/24/2023 No. 4 Dated 07/28/2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Vertical Turbine Pumps	1	LS	\$ <u>245,311</u>	\$ <u>245,311</u>
2.	Variable Frequency Drives	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	Payment and Performance Bond	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>245,411</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittals Lead Time – Pumps	<u>10 weeks</u>
2.	Submittals Lead Times – VFD's	<u>N/A</u>
3.	Lead Time – Pumps from Formal Release	<u>24 weeks</u>
4.	Lead Time - VFD's from Formal Release	<u>N/A</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

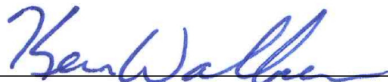
NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Signature

Ken Walker / President

Print Name / Title

08/03/23

Date

Value Engineering Options

1. Flowserve selection utilizes a 75 hp motor, which is less than the base design. This offers the contractor a potential value engineering by reducing wires, breakers, VFDs and associated electrical components.



DXP | Carter & VerPlanck
4910 W Cypress St.
Tampa, FL 33607

Office 813-287-0709
www.cviwater.com
www.dxpe.com

QUOTE

TO: Wharton-Smith

DATE: 08/02/2023

ATTN: Project Manager

RE: City of DeLand, Wiley M. Nash Expansion & Upgrades

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

Reference: City of DeLand, Wiley M. Nash WRF Expansion & Upgrades

I. Specification sections applicable to this proposal:

Sections: 33 11 21, 33 10 11

1. Addendum: 1-4
2. Drawing: M530-1/2

II. Vertical turbine pump equipment and accessories included as applicable:

Services

- A. Effluent Transfer Pumps P530-1/2:** Two (2) model 23EPM-1 stage vertical turbine pumps.
- **Design Condition:** 5,000GPM at 40ft of head, minimum 76% bowl efficiency.
 - **Motor:** 75HP, 900RPM, TEFC Enclosure, 460 Voltage, 60 Cycle, 3 Phase, VSS, NRR

Materials of Construction:

- A. Class 30 Cast Iron, flanged bowls
- B. C954 Aluminum bronze bowl wear rings
- C. C952 Aluminum Bronze impellers, 316SS split ring and key fastening hardware
- D. C903 bronze impeller wear rings
- E. Bronze backed rubber bowl bearings
- F. 416 Stainless steel pump shaft
- G. 1.50 Inch, 416 Stainless Steel, threaded, open line shaft, product lubricated
- H. Rubber lineshaft bearings
- I. 16.00 Inch, "HF" Style, A53 Gr B/A36 Carbon steel discharge head, 150# RF discharge flange
- J. 416 Stainless steel Discharge head shaft
- K. 16.00 Inch, Flanged, A53 Gr B/A36 Carbon steel column pipe, standard thickness, steel weld in retainers.
- L. ISC2 cartridge, mechanical seal, manufactured by Flowserve
- M. Plan 13 flush piping with 316SS tubing
- N. Carbon steel sub baseplate, 42-inch SQ. x 1.50-inch thickness
- O. 316 Stainless steel, anti-vortex strainer- standard design
- P. All assembly hardware 316 SS
- Q. Coating:
 - Powder epoxy for the ID bowl assembly
 - Tnemec 141 OD bowl assembly, ID/OD column, and ID/OD discharge head
 - Motor: Surface prep and coating per electrical industry standard.
- R. Testing:
 - Non-witness hydrostatic tests on the discharge head per latest HI Standards.
 - PE witness factory bowl performance test, conducted with a calibrated shop test motor, per HI level 1U
- S. Pump Analysis:
 - Standard Reed Critical Frequency Analysis, Above Ground
- T. Spare parts for each pump:



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- Mechanical seal

U. Field Services: by Carter & VerPlanck, including 2 days for startup/training/testing and 3rd party vibration & bump test analysis

III. Items **not** included

- A. Off-loading at jobsite, any labor or tools for Assembly or Installation, and Field operation.
- B. Suction or Discharge piping, mechanical couplings, supports, tie rods, leveling screws, fittings, etc.
- C. Air relief valves / Vacuum valves / Isolation valves, etc.
- D. Vibration isolation equipment
- E. Seal water or drain accessories such as piping, flow indicators, pressure reducing valves, Y strainers, fittings or tubing
- F. Gauges, T cocks, anchor bolts, templates or accessories
- G. VFDs or any type of Controls, Instrumentation, MCCs, Starters, Power Factor Correction Capacitors, Panels, cable, wiring, conduits, temperature or vibration probes, remote controls, *or any auxiliary electrical equipment extraneous to the pump motors*
- H. Standard tools or tool chests, lubricants, grease fitting extensions or guns
- I. Field painting, touch-up paint supply

IV. Disclaimers:

- Pump equipment guarantees are based on certified factory tests only. Should BUYER's field tests indicate that SELLER's equipment does not meet the specified performance requirements, SELLER shall make its field service representative available, at SELLER's published field service rates, for consultation purposes and to assist in identifying the root cause of the performance discrepancy. If such root cause is determined to be SELLER's fault or responsibility, then Contract warranty provisions apply and SELLER's sole obligation and BUYER's sole remedy is repair of the defect at issue to comply with the specified performance requirements
- In the event any documentation review exceeds two (2) revisions or any documentation review and approval is delayed beyond two (2) weeks or ten (10) working days, and the cause of those revisions or delays is not due to the fault or omission of the Seller, Seller reserves the right to alter the delivery date and/or charge Buyer for additional costs associated with subsequent revisions or delays. Unless otherwise stated, in the event approval and release to manufacture is delayed beyond six (6) months from placement of PO at no fault of Seller, Seller reserves the right to alter the delivery dates and/or charge Buyer for any cost increases.
- Price and delivery for the goods in this proposal are based on the current costs of raw materials, supplies and components, including but not limited to metals and metal products (the "Materials"). The market for these Materials is considered volatile due to newly enacted and proposed tariffs, duties, levies, taxes or other unforeseen cost increases. Therefore, if the cost increase for these Materials exceeds 3%, we reserve the right to adjust our prices accordingly.

V. Coordination Notes/Comments:

Section 33 11 21

1. 2.04.C.2 – Air and vacuum relief valve to be provided by others.
2. 2.04.C.2 – Flowserve ISC2 seal be quoted as an equal to the seals mentioned in the specification.



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3. 2.04.C.8 – Discharge will come with a .50" NPT tap for pressure gauge, gauge and reducer bushing to be provided by others.
4. 2.04.E.2.b – Bearing retainers will be steel weld in retainers that will be part of the column pipe.

Motor Comments:

5. Rotation with a Non-Reverse Coupling is CCW viewed from the top of the motor. Caution: Motors with Non-Reversed Couplings must be operated at or above 150 RPM.

SECTION 33 11 21:

6. Sec 2.04.A.2: Offered motor is suitable for inverter duty PWM operation for VT load for 10:1 speed ratio and motor meet NEMA MG-1 Part31 Insulation requirement for inverter duty

\$ See Bid Form
NET LOT PLUS TAX

Price includes freight. Sales Tax is not included.

Submittals: Approximately 10 to 12 weeks from signed purchase order.

Equipment: Approximately 24 to 26 weeks after release to production.

Please Note:

1. We do not include sales tax, pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Carter & VerPlanck, a DXP company or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with approved credit. Our prices based upon no retainage.
4. Retainage shall only apply to the cost of goods and services. Sales tax per invoice must be paid in full, no retainage allowed.
5. Pricing is based upon Carter & VerPlanck, a DXP company and the manufacturer's Standard Terms and Conditions of Sales. Copies of these documents are attached herewith for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the company.

TERMS: 100% Net 30 days after invoice date

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX
PAYABLE UNDER ANY STATE OF FEDERAL STATUE

-WITH CREDIT APPROVAL

CARTER & VERPLANCK, A DXP COMPANY

BY Brandon Lang, P.E.

blang@cviwater.com
cell: 813-481-5200



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DATE: 08/02/2023

ATTN: Project Manager

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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

TERMS & CONDITIONS OF SALE

- 1) Neither Carter & VerPlanck, a DXP company nor the manufacturer(s) will be liable for damages of any kind, whether direct, consequential, incidental, special or liquidated.
- 2) The quoted price may include systems or components from more than one vendor. Carter & VerPlanck, a DXP company, will provide separate prices for individual systems or components upon request, although the total price of all items quoted may vary as a result.
- 3) Price does not include any gauges, gauge cocks, tools, lubricants, installation, anchor bolts, spare parts, start-up service or other items not specifically called out herein.
- 4) Price does not include any motor starters, controls, or power factor correction devices other than as specifically called out herein.
- 5) THE WARRANTY EXTENDED BY THE MANUFACTURER(S) IS IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, AND STATES OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE FURTHER SPECIFICALLY EXCLUDE ANY EXPRESS OR IMPLIED WARRANTIES REFERENCE UNDER FLORIDA STATUTE #718.203. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- 6) **NOT INCLUDED:** Unless specifically set forth in the scope of the quotation, this offer **does not** include:
 - start-up assistance or field services
 - interconnecting wiring and/or conduit
 - installation labor
 - installation supervision
 - motor control equipment
 - motor starters or contactors
 - power distribution equipment
 - miscellaneous mechanical and mounting hardware
- 7) **FREIGHT:**
 - A) All prices are F.O.B. factory or suppliers' shipping point with freight prepaid and included to the jobsite.
 - B) Title and Risk of Loss passes to CONSIGNEE AT SHIPPING POINT.
 - SELLER prepays freight charges.
 - SELLER bears freight charges.
 - CONSIGNEE must file claims for loss or damage, (if any).
 - C) Seller will not consider any claim for damage or shortage unless it is noted on the bill of lading at time of receipt. It is the responsibility of the CONSIGNEE to verify that all items contained on the bill of lading are received prior to accepting shipment.
- 8) **TAXES:**

The prices quoted are exclusive of, and Purchaser shall pay and make all returns for, any Federal, State, or local sales, use, transfer, or similar taxes applicable to the equipment and material once the same have been delivered as provided herein.
- 9) **VALIDITY OF PRICING:**

The prices stated herein are contingent upon receipt of a firm order, or letter of intent, in an acceptable form from Purchaser within 30 days from the date of this offer, and Purchaser's willingness to accept delivery when the factory is prepared to ship. If a responsive firm order is not received by the above date, Seller shall have the right to withdraw this quotation and to revise the prices and shipping dates provided herein.
- 10) **PAYMENT TERMS:**

Seller's payment terms are that all invoices are due and payable within thirty (30) days of the date thereof with approved credit. Interest on the unpaid balance at the rate of 11/2% per month, or the maximum permitted by law, whichever is less will be added to all outstanding invoices which are not paid within 30 days. **Our price is based on no retainage.**
- 11) **DELIVERY:**

The shipping dates provided herein are based on Seller's current information as to availability of material and components and our best estimate as to dates on which we will be able to ship. These dates are subject to revision or postponement because of unavailability of material and components or because of events beyond our control.

If Purchaser requests postponement of previously agreed to shipping date(s), Seller may invoice the Purchaser, or then require payment for all of such equipment and material as is then ready for shipment; and, from and after the date that such equipment and material or any portion thereof is ready for shipment, any expenses or other charges incurred by Seller in regards to the same shall be at Purchaser's expense and Purchaser shall promptly pay any invoice rendered by Seller in regard thereto.
- 12) **SERVICE:**

No start-up assistance or field services are included unless specifically called out in our offering. If so included, the Seller will furnish Field Service Engineer(s) as described in our proposal, at the time of start-up, to inspect the completed system, to advise in regard to placing the system in initial



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QUOTE

TO: Wharton-Smith

DATE: 08/02/2023

ATTN: Project Manager

RE: City of DeLand, Wiley M. Nash Expansion & Upgrades

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS

operation and to instruct operating personnel on the proper use of the equipment and material. The proper installation, start-up and operation of the system and any further changes to be made in the system, responsibility for servicing, and all labor costs thereof, shall be the responsibility, under the control and at the risk of the Purchaser. At the time start-up service is requested we ask you to be **completely** prepared, including where and as appropriate, the availability of power, water, flow, access, etc. so that start-up may proceed as anticipated. Any return trips to the site or additional time required as a result of failure to be so prepared, will be charged to the customer at the prevailing demand service rate.

If service additional to that provided for therein is required, Seller, if available, shall furnish at the expense of the Purchaser, competent service engineers at Seller's then prevailing rates, plus travel and living expenses, to assist in additional service in regard to the equipment and material or in regard to equipment furnished by Purchaser. All charges in connection with such service shall be billed by the Seller and shall be due and bear interest at the Company's normal payment terms unless Seller shall require other payment terms and conditions.

13) GENERAL:

The descriptions, terms and conditions contained in this Proposal and the terms and conditions contained in the Manufacturer's Standard Terms attached hereto, which are incorporated herein by reference, constitute the quotation of the Seller. To the extent that the descriptions, terms and conditions contained in the Proposal are inconsistent with the Manufacturer's Standard Terms, the Manufacturer's Standard Terms are modified by this Description.

14) No order shall be deemed accepted by the Manufacturer until the Purchaser is notified of its acceptance by the Manufacturer. Carter & VerPlanck, a DXP company, is not an agent or employee of the Manufacturer(s) and is not authorized to accept orders in its (their) behalf.

15) Any suit or proceeding brought by Purchaser to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach shall be brought only in a state or federal court of appropriate jurisdiction in Hillsborough County, Florida. Purchaser expressly waives any objection that venue in Hillsborough County is inconvenient or improper.

16) In any suit or proceeding brought to enforce this agreement, to resolve any dispute over its terms, or to sue for damages for its breach, the prevailing party shall recover a reasonable attorneys' fee in addition to costs of suit.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 18 - Submersible Pumps

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		ABS/Hydra Service						
		Dale Jahn						
		407-790-9751						
Base Bid Before Alternates		\$ 295,161.00						
Submersible Pumps	Y	\$ 278,671.00		\$ -		\$ -		\$ -
Backwash PS Control Panel	Y	\$ 11,140.00		\$ -		\$ -		\$ -
Start-Up Services	Y	\$ 5,250.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ -						
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		N						
SRF AIS & BABA		N						
Additional Notes								
		Taxes not included						
SUBTOTAL:		\$ 295,161.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 295,161.00		\$ -		\$ -		\$ -
		\$ 295,161.00	NO BID		NO BID		NO BID	

Recommend award to:

ABS (Hydraservice)

Adam Bergdahl

From: Dale Jahn <dale@hydraservice.net>
Sent: Thursday, August 3, 2023 6:39 AM
To: Adam Bergdahl
Subject: Deland Wiley M Nash WRF Expansion - Submersible Pump bid package
Attachments: Deland Wiley M Nash WRF Expansion - Submersible Pump Bid Package Submittal.pdf

Adam, see attached. Please let me know if you have any questions.

Thank you,

Dale M. Jahn
District Sales Manager
Hydra Service, Inc.
250 Springview Commerce Drive
Debary, Florida 32713
Cell: 407-790-9751
Office: 407-330-3456
Fax: 407-330-3404
e-mail: dale@hydraservice.net



Visit us at www.hydraservice.net

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Submersible Pump Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydra Service
Contact Name: Dale Jahn Title: District Sales Manager
Address: 250 Springview Commerce Drive
DeBary, FL 32713
Phone Number: 407-790-9751 Fax: 407-930-3404

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| ☒ Bid Form | ☐ Value Engineering Proposal |
| ☐ Sanctions and Litigation | ☐ List of Subcontractors |
| ☐ Licenses (As Applicable) | ☐ Certificate of Insurance |
| ☐ Proof of Bonding Capability | ☒ Clarifications (if Applicable) |
| ☐ Meets SRF Program Requirements | ☐ MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23
No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, ~~taxes~~, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents. *Taxes not included.*

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Pumps	1	LS	\$ <u>278,671.00</u>	\$ <u>278,671.00</u>
2.	Backwash PS Control Panel	1	LS	\$ <u>11,140.00</u>	\$ <u>11,140.00</u>
3.	Start-Up Services	5	DAYS	\$ <u>1,050.00</u>	\$ <u>5,250.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>295,161.00</u> <i>plus taxes</i>

Two Hundred Ninety Five Thousand One Hundred Sixty One & 00/100 plus taxes.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time – Pumps Submittal Package	<u>3-4 weeks</u>
2.	Lead Time – Control Panel Submittal Package	<u>3-4 weeks</u>
3.	Lead Time – Pumps from Formal Release	<u>16-18 weeks</u>
4.	Lead Time - Control Panel from Formal Release	<u>10-12 weeks</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

☒ NO

N/A

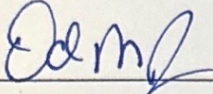
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

YES

☒ NO

N/A

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Dale M. Jahn, District Sales Mgr.

Print Name / Title

8/3/23

Date

Deland Wiley M Nash WRF Expansion

Submersible Pumps Bid Package

Comments/Exceptions:

- Bid pricing does NOT include taxes.
- Bid pricing is for supply of equipment only per included proposal. Installation is not included.
- Hatch covers are angle frame design and include safety grates. Hatch covers for the East Master LS are 300 lb/ft² load rating. Hatch cover for the Backwash Relief PS is H2O load rated but is NOT rated for direct traffic.
- Backwash Relief PS is quoted as (1) pump, 7.5hp, 3/460v, with accessories for (2) pumps as per section 33 32 20 in addendum 3.
- Controls, VFDs, etc. are NOT provided for the East Master PS.
- Backwash Relief control panel is included in this scope of supply and has been quoted with the following components:
 - NEMA 4X type 316 stainless steel enclosure with aluminum deadfront and 3-point latch.
 - Main circuit breaker, motor circuit breakers, & NEMA motor starters.
 - Miscellaneous circuit breakers and fuses as required.
 - 480/120v transformer.
 - Surge suppression.
 - Phase monitor, HOA switches, run lights, seal fail lights, over-temperature lights, elapsed time meters.
 - Alternator with lead selector switch.
 - Sulzer CA462 seal fail / over-temp relays.
 - "Auto" operation is by 24v, 4-float control logic.
 - High level alarm light & horn with silence button.
 - Terminal strip for connection to plant SCADA system.
 - Emergency generator receptacle and associated circuit breaker are NOT included.
 - Pump controller, telemetry equipment (i.e. DFS), etc. are NOT included.



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
 Debarry Florida 32713
 Phone: 407 330 3456
 Phone: 800 323 1731
 Fax: 407 330 3404

Sales Representative
Contact Information
 Cell Phone: 407-790-9751

TO: **Wharton-Smith**
 ATTN: **Adam Bergdahl**

FROM: **Dale Jahn**
 EMAIL: dale@hydraservice.net
 DATE: **August 3, 2023**

REF: **Deland - Wiley M Nash WRF Expansion**
Submersible Pumps

East Master LS

- 3 Sulzer / ABS model XFP255J-CB2.382mm-PE430/6 submersible wastewater pump, 58hp, 3/460v, with 49' of motor cable and stainless steel lifting bail. Motor includes closed loop cooling system.
- 3 Factory certified performance test, HI Grade 2B.
- 3 Motor electrical integrity test.
- 3 5-year, 100% non-prorated warranty. Standard terms & conditions apply.
- 4 10" Sulzer / ABS base elbow including slide bracket with hardware.
- 4 Set of anchor bolts, 316 stainless steel.
- 4 Upper guide rail bracket, 2" dual rail, 316 stainless steel.
- 1 Cable holder, 316 stainless steel.
- 4 Pump cable hook, 316 stainless steel.
- 8 20' length of 2" diameter guide rail, 316 stainless steel.
- 3 20' pump lifting chain, 316 stainless steel.
- 4 48" x 72" aluminum access hatch, 300 lb/ft² load rating, including safety grate.
- 1 60" x 60" aluminum access hatch, 300 lb/ft² load rating, including safety grate.
- 1 Spare hydraulic kit for XFP255J-CB2.382mm.
- 1 Spare repair kit for XFP255J-CB2.382mm-PE430/6.
- 4 Sulzer / ABS CA462 seal fail relay.
- 1 Startup service by a representative of this company.

Backwash Relief PS

- 1 Sulzer / ABS model XFP100E-CB1.5-PE56/4 submersible wastewater pump, 7.5hp, 3-460/230v, with 49' of motor cable.
- 1 Factory certified performance test, HI Grade 2B.
- 1 Motor electrical integrity test.
- 1 5-year, 100% non-prorated warranty. Standard terms & conditions apply.
- 2 4" Sulzer / ABS base elbow including slide bracket with hardware.
- 2 Pump base plates, 18" x 18" x 0.5". 316 stainless steel.
- 2 Set of anchor bolts, 316 stainless steel.
- 2 Upper guide rail bracket, 2" dual rail, 316 stainless steel.
- 1 Cable holder, 316 stainless steel.
- 2 Pump cable hook, 316 stainless steel.
- 4 10' length of 2" diameter guide rail, 316 stainless steel.
- 1 10' pump lifting chain, 316 stainless steel.
- 1 36" x 60" aluminum access hatch, H20 load rating, including safety grate.
- 1 Pump control panel, NEMA 4X type 316 stainless steel, duplex 7.5hp, 3/460v.
- 4 Liquid level sensing float with 50' of cable.
- 1 Spare hydraulic kit for XFP100E-CB1.5.
- 1 Spare repair kit for XFP100E-CB1.5-PE56/4.
- 1 Startup service by a representative of this company.

ACCEPTED DATE _____

Review Date: 08/03/2023

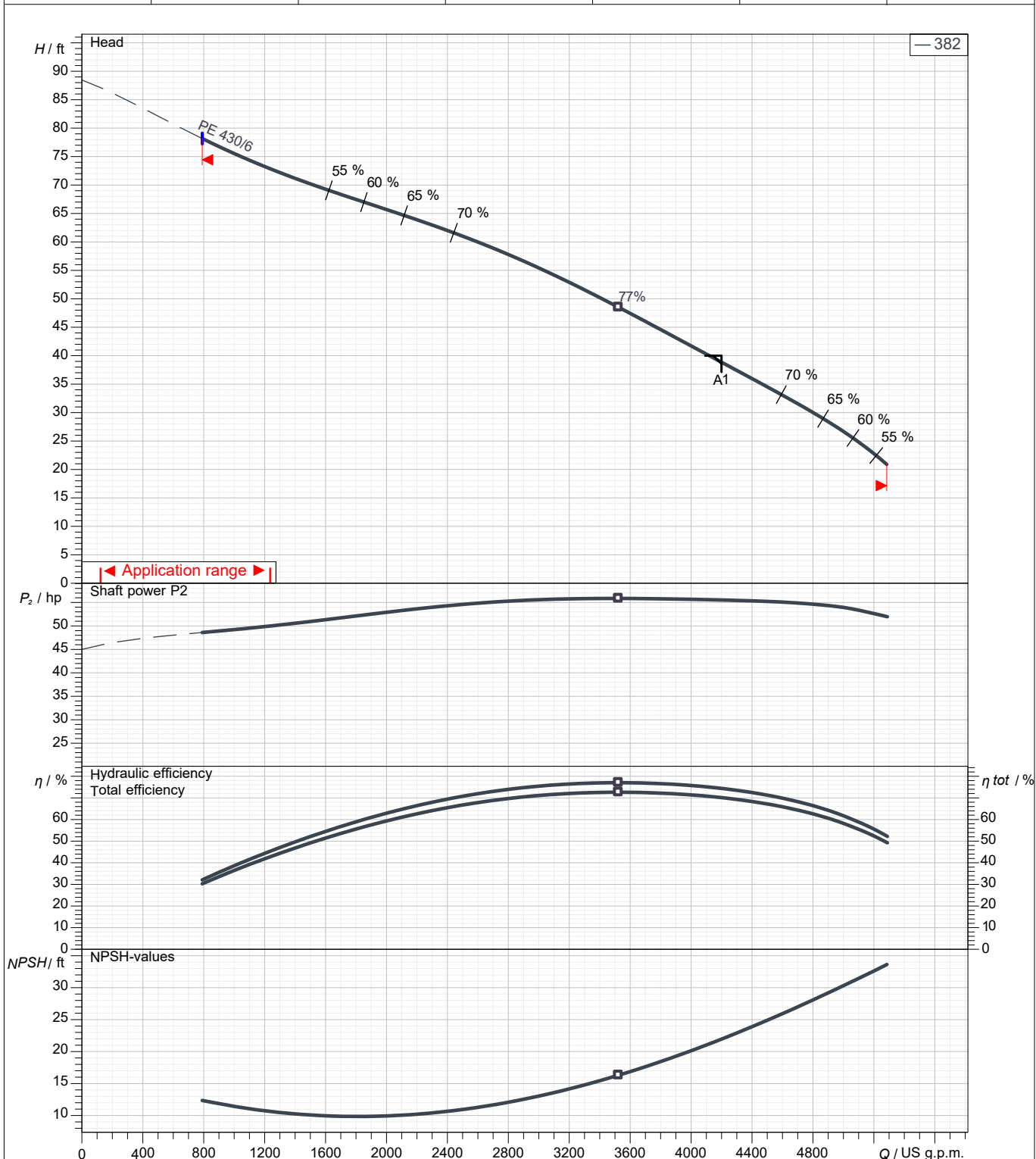
Dale M. Jahn

NAME OF PURCHASER _____

REVIEWED BY HYDRA SERVICE PUMP REP. _____

Curve number	Pump performance curves XFP255J-CB2 60 HZ	
Reference curve XFP255J-CB2 60 HZ		

East Master LS					Discharge DN250	Frequency 60 Hz
Density 62.31 lb/ft ³	Viscosity 1.077E-5 ft ² /s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B			Rated speed 1181 rpm	Date 2023-05-09
Flow 4200 US g.p.m.	Head 40 ft	Shaft power	Power input	Rated power P2 57.7 hp	Hyd. efficiency	NPSH

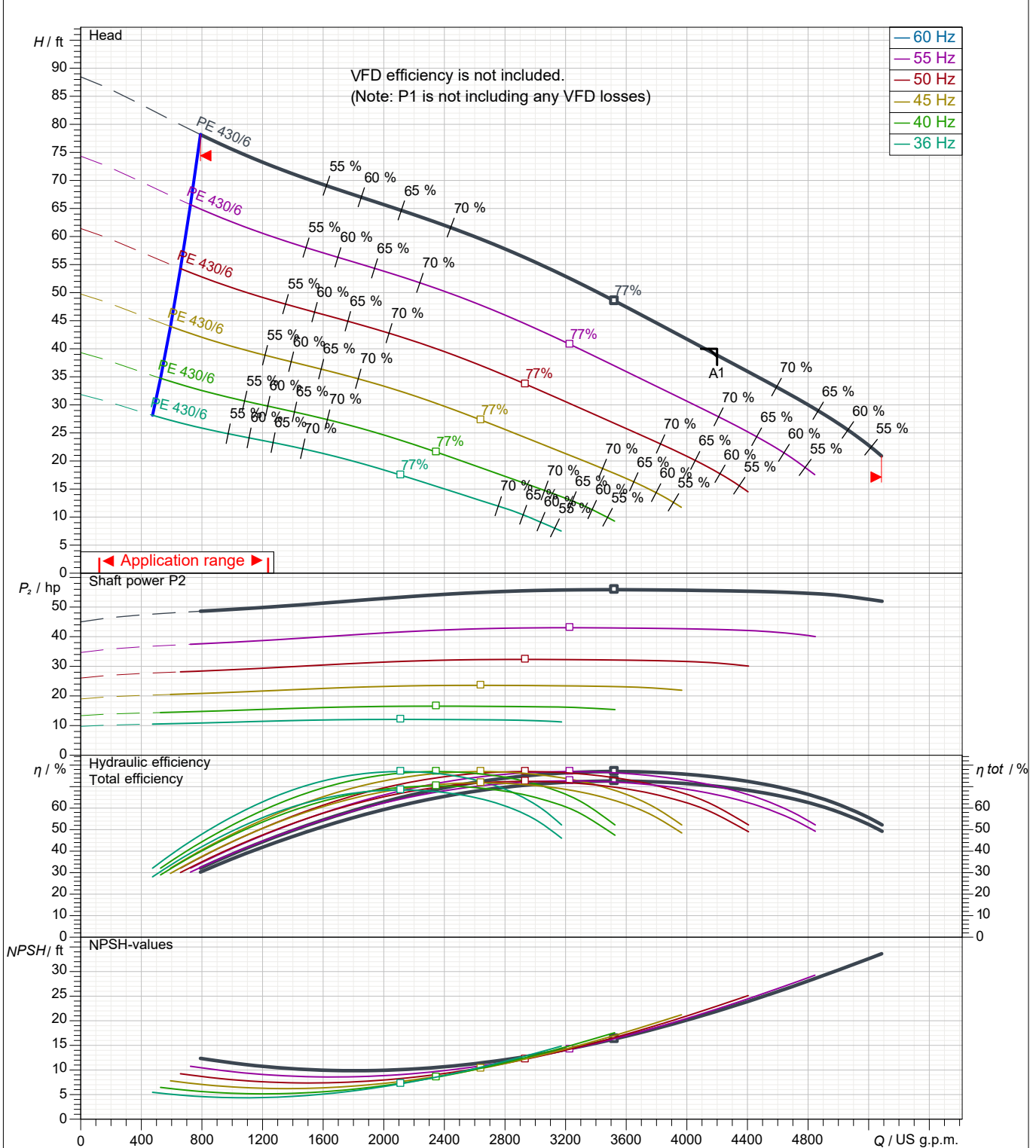


Wet well dual guide rail installation				
Impeller size 382 mm	N° of vanes 2	Impeller Contrablock Plus impeller	Solid size 90 x 120 mm	Revision

Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 5-2022.4 - 2022/11/30 (Build 120), 64 bit
data version March 23.2

Curve number		Pump performance curves XFP255J-CB2 60 HZ				SULZER	
Reference curve XFP255J-CB2 60 HZ							
					Discharge DN250	Frequency 60 Hz	
Density 62.31 lb/ft³	Viscosity 1.077E-5 ft²/s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B			Rated speed 1181 rpm	Date 2023-05-09	
Flow 4200 US g.p.m.	Head 40 ft	Shaft power	Power input	Rated power P2 57.7 hp	Hyd. efficiency	NPSH	

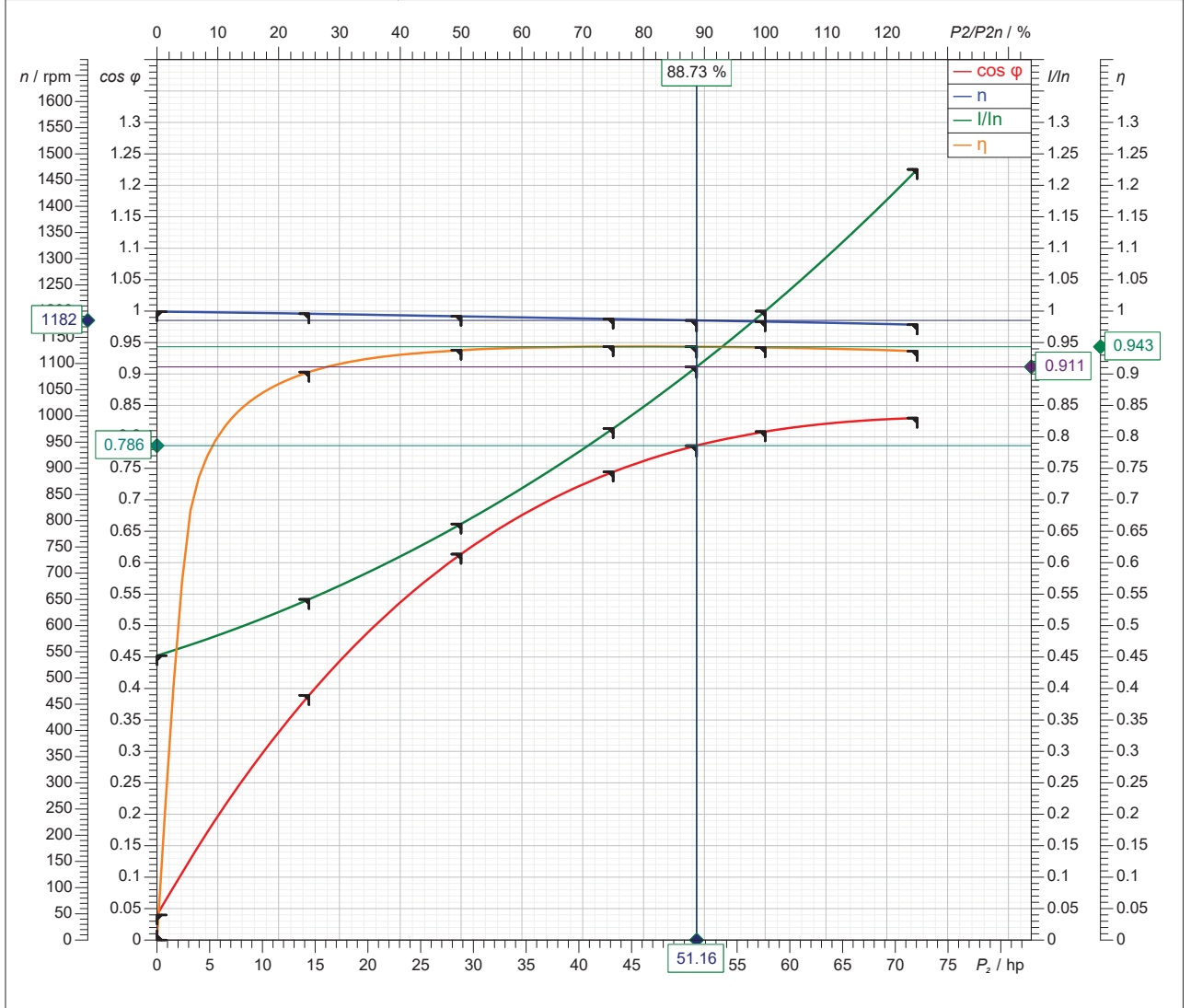


Wet well dual guide rail installation	Impeller size 382 mm	N° of vanes 2	Impeller Contrablock Plus impeller	Solid size 90 x 120 mm	Revision
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 5-2022.4 - 2022/11/30 (Build 120), 64 bit
data version March 23.2

Rated power 57.7 hp	Service factor 1	Nominal Speed 1180 rpm	Number of poles 6	Rated voltage 460 V	Date 2022-11-16
------------------------	---------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P2 / hp	0	14.42	28.83	43.25	57.66	72.08
P1 / hp	1.368	15.96	30.74	45.83	61.2	76.99
I / A	32.04	38.39	46.87	57.63	70.85	86.82
cos	0.03997	0.3892	0.6137	0.7443	0.8084	0.83
n / rpm	1199	1195	1190	1185	1180	1174
s / %	0.08333	0.4167	0.8333	1.25	1.667	2.167
M / lbf ft	0	63.36	127.3	191.7	256.7	322.5
/ %	0	90.32	93.81	94.36	94.22	93.62

Tolerance according to VDE 0530 T1 12.84 for rated power				
Starting current 461 A	Starting torque 642 lbf ft	Moment of inertia 14.5 lb ft ²	No. starts per hour 15	

Submersible Sewage Pump Type ABS XFP

XFP 255J-CB2 | 10", 6 Pole, 3-Phase, 60 Hz, PE4

Submersible Motor Specifications, PE4 Frame

Motor Design			NEMA design B, squirrel cage induction
Motor Type			Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating			IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol			IEC 60034-2-1
Insulation Material			Class H, 180°C (356°F), copper windings
Motor Filling Medium			Air
Temperature Rise			Class A
Maximum Fluid Temperature			40°C (104°F) continuous, 50°C (122°F) intermittent
Cooling System		OPT	Closed-loop, non-toxic glycol/water mixture (⅓ / ⅔)
Motor Protection	Thermal	STD	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F) +/- 5°C (41°F) opening temperature
		OPT	STD plus: upper and lower bearing bimetallic switches or 100Ω RTD (PT100) in winding (option of one RTD or three RTDs in stator) and RTDs in lieu of upper and lower bearing bimetallic switches
	Leakage	STD	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
		OPT	STD plus: probes in motor housing and junction chamber
	Sensing Chamber Filling Medium		
Bearing Type	Upper		Cylindrical roller, permanently lubricated
	Lower		Dual angular contact ball bearings plus single cylindrical roller bearing, permanently lubricated
Motor Starter Types			Suitable for use with electronic soft starters, and PWM type Variable Frequency Drives ¹
Maximum Starts per Hour			10 evenly spaced w/ soft starters; N/A with PWM type VFDs
Inverter Duty Rating			Motors meet NEMA MG1, part 31 requirements
Maximum Submergence			20 meters (65 feet)
Available Voltages			230, 460, 600 (consult factory for other voltages)
Voltage Tolerance from Rated			+/-10%
Agency Approvals			Factory Mutual, CSA
Explosion Proof Rating			NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp



The picture above may differ from the actual product. For illustrative purposes only.

¹ Output filters may be required on VFDs. See document DS-E00-001 for details.

Motor Ratings, PE4 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 210/6	22.6 kW	21 kW 28 HP	1184	230 460 600	69.9 35.0 26.8	461 231 177	H	1.3	93.0	92.9	91.7	.811	.752	.628
PE 250/6	26.9 kW	25 kW 33.5 HP	1186	230 460 600	85.0 42.5 32.6	638 319 245	J	1.3	93.0	92.5	90.9	.794	.727	.597
PE 350/6	37.2 kW	35 kW 47 HP	1183	230 460 600	118.8 59.4 45.5	855 428 328	J	1.3	94.1	94.0	93.2	.786	.712	.576
PE 430/6	45.7 kW	43 kW 58 HP	1180	230 460 600	141.7 70.9 54.3	921 461 353	H	1.3	94.2	94.4	93.8	.808	.744	.614



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Scan For More Info



Submersible Sewage Pump Type ABS XFP

XFP 255J-CB2 | 10", 6 Pole, 3-Phase, 60 Hz, PE4

Cable Data, PE4 Frame

	Motor	Motor Voltage	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
					Power	Ground
Power Cable	PE 210/6	230	1	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		460	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
		600	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
	PE 250/6	230	1	G-GC 2-3	34.0mm (1.34")	Integrated w/ Power
		460	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
		600	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
	PE 350/6	230	2	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		460	1	G-GC 6-3	26.7mm (1.05")	Integrated w/ Power
		600	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
	PE 430/6	230	2	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		460	1	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		600	1	G-GC 6-3	26.7mm (1.05")	Integrated w/ Power
Control Cable	Motor Monitoring Type ³		Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
	Std monitoring		1	SOOW 16/4	10.6mm (0.42")	
	Opt full monitoring		1	SOOW 16/8	14.2mm (0.56")	
	Opt full monitoring w/ 3 RTDs		1	SOOW 16/12	17.7mm (0.70")	
	Opt full monitoring w/ 5 RTDs		2	SOOW 16/10	17.2mm (0.68")	
Cable Length	Standard: 15m (49 feet)		Optional: 20m (65 feet), 30m (98 feet); Consult Factory for longer lengths			

³ See motor protection on page 1. Optional full monitoring systems with RTD options do not include bearing bi-metallic switches.

Pump Data

Discharge Size	10" flanged, compatible with 10" class 125 ANSI flanges					
Suction Size (Wet-Pit / Dry-Pit) ⁵	10" undrilled / 10" flanged, compatible with 10" class 125 ANSI flanges, threaded for 12x7/8-9 UNC screws, 30mm (1.2") deep					
Volute Pressure Rating	10 bar (145 psi)					
Impeller Type	Semi-open, 2-vane, Contrablock Plus, w/ Seal Protection System					
Impeller	Code	-	-	-	-	-
	Diameter, mm (in.)	340 (13.4)	350 (13.8)	360 (14.2)	370 (14.6)	380 (15.0)
Solids Passage Size, mm (in.)		90x120 (3.5x4.7)	90x120 (3.5x4.7)	90x120 (3.5x4.7)	90x120 (3.5x4.7)	90x120 (3.5x4.7)
Min. Recommended Flow, GPM ⁶		1400	1500	1500	1600	1700

⁵ Wet-pit version can be drilled to dry-pit specifications upon request. Consult factory for details. ⁶ Recommend minimum continuous flow. Consult factory for applications below this flow rate.

Materials of Construction

	Standard	Optional
Power/Control Cable Jacket	Chlorinated Polyethylene (CPE)	
Lifting Hoop	Ductile Iron EN-GJS-400-18 (ASTM A-536; 60-40-18)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Cable Connection Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Motor Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cooling Jacket	Steel 1.0036 (ASTM A-570, Grade D)	
Intermediate Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate/Cooling Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft	Stainless Steel 1.4021 (AISI 420)	Duplex Stainless Steel 1.4462 (UNS S31803)
Impeller	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) ⁷	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Wear Parts	Impeller Wear Ring	N/A
	Volute Wear Ring	N/A
	Bottom/Wear Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) ⁷
Volute	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
External Hardware	Stainless Steel 1.4401 (AISI 316)	
O-Rings and Cable Glands	Nitrile (Buna-N)	Viton [®]
Mechanical Lower	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton [®] , 316 SS
Seals Upper	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Lower Bearing Lip Seal	Nitrile (Buna-N)	
Coating/Protection	Two-part epoxy, blue, 120µm (4.7 mil) DFT	Two-part epoxy, blue, 400µm (15.7 mil); Wet-end liquid ceramic coating, 500µm (19.7 mil); Zinc Anodes

⁷ Hardening of bottom edge of impeller vane and wear plate surface available. Consult factory for details.

General Data (Standard Materials of Construction & Cable Length)

	PE 210/6	PE 250/6	PE 350/6	PE 430/6		
Overall Height	1503mm (59.2")	1503mm (59.2")	1583mm (62.3")	1583mm (62.3")		
≈ Pump Weight (Non-Cooled)	805 kg (1775 lb)	845 kg (1863 lb)	895 kg (1973 lb)	905 kg (1996 lb)		



Type Typ Type 50Hz	Type Typ Type 60Hz	Weight Gewicht Poids OK		Weight Gewicht Poids MK		H		Size
		(~kg)	(~lb)	(~kg)	(~lb)	(mm)	(inch)	
PE 220/4-J		800	1764	840	1852	1503	59.2	A
PE 300/4-J		835	1841	875	1929			
PE 370/4-J		870	1918	915	2018	1583	62.3	B
PE 450/4-J		900	1985	945	2084			
PE 185/6-J	PE 210/6-J-60	805	1775	845	1863	1503	59.2	A
PE 220/6-J	PE 250/6-J-60	845	1863	885	1951			
PE 300/6-J	PE 350/6-J-60	895	1973	940	2073	1583	62.3	B
PE 370/6-J	PE 430/6-J-60	905	1996	950	2095			

Weight: Includes pump, slider bracket and 10m cable
Gewicht: Beinhaltet Pumpe, Halterung und 10m Kabel
Poids: Pompe, coulisseau et 10m de câble

For different cable length see IOM, chapter 1.5

Für abweichende Kabellänge siehe EBA, Kapitel 1.5

Pour des longueurs supérieures, voir la section 1.5 du manuel

For hex.-woodscrew 0,4*2,8 plug 0,5 DIA

Für Skt.-Holzschr. 10*70 Dübel Ø12mm

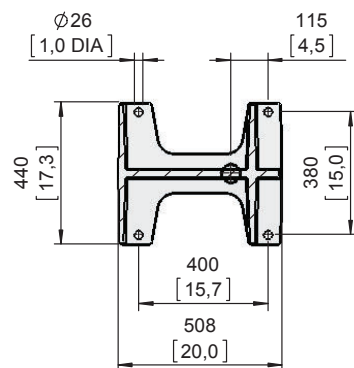
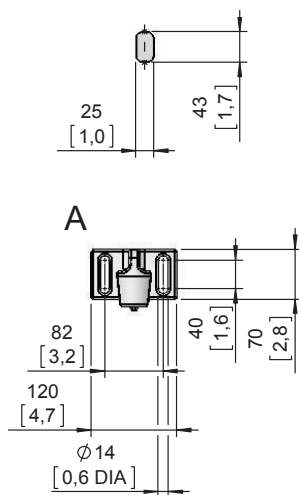
Pour vis à bois hexagonale 10*70 trou de 12mm

Installation instructions "pedestal" 1 597 2507

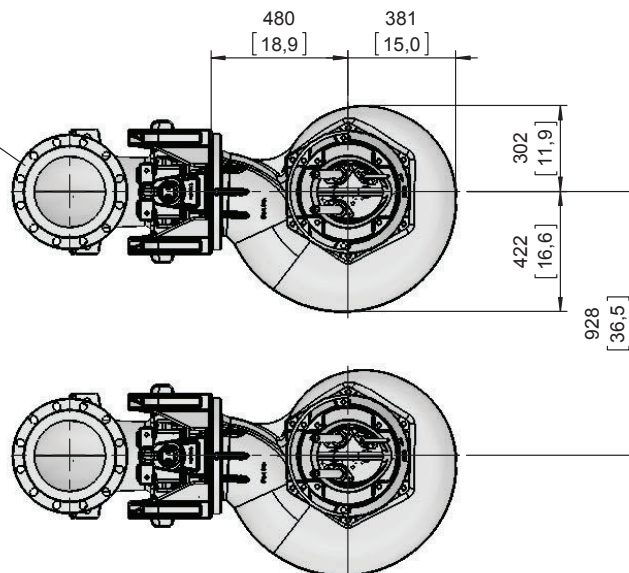
Installationsanweisung "Fußstück" 1 597 2507

Instruction d'installation du "pied d'assise" 1 597 2507

Lifting hoop cross section
Fangbügel-Querschnitt
Section de l'anse de levage



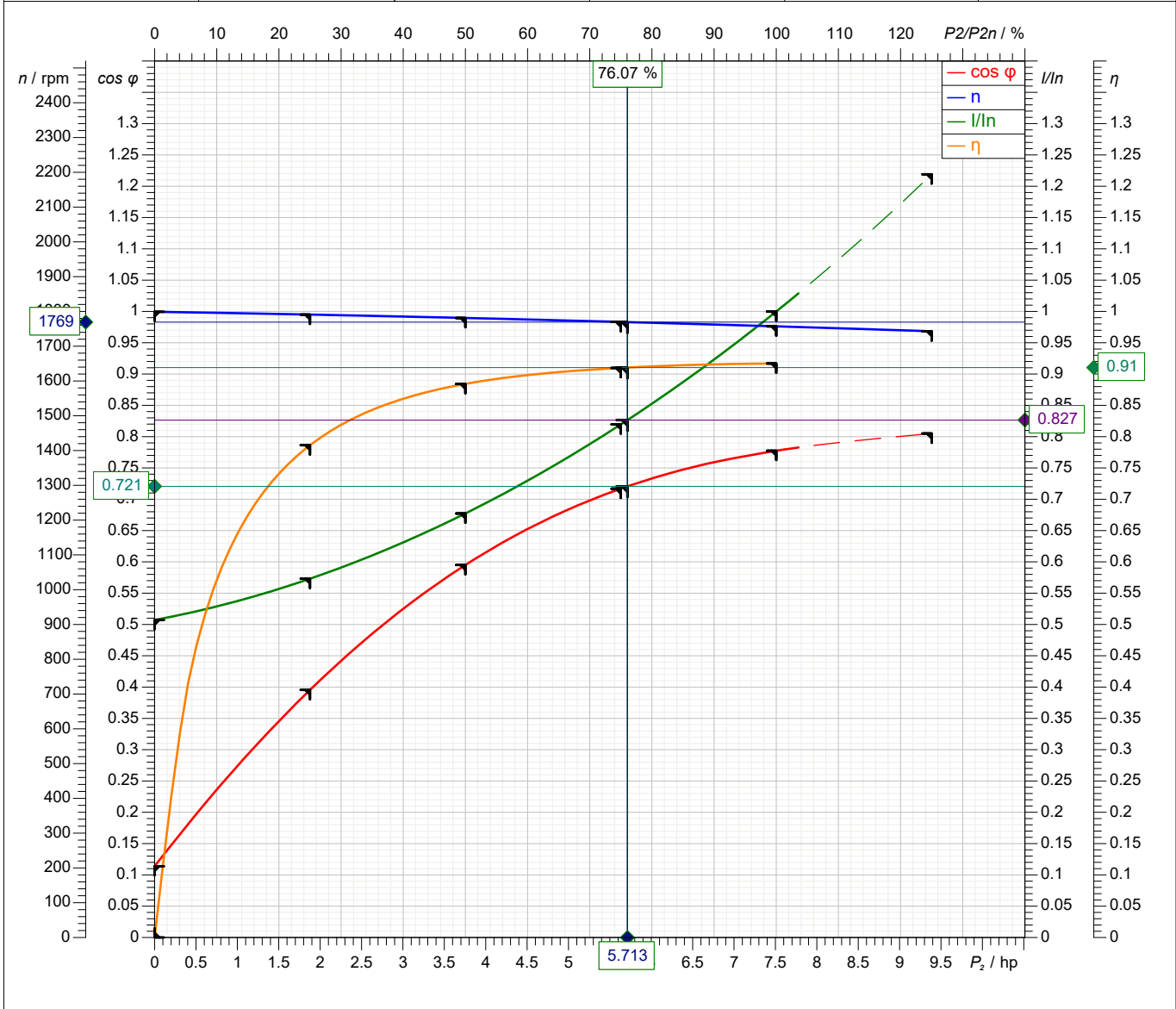
DN250, DIN EN 1092-2, PN10
10" ANSI B16.1 CLASS 125



OK = Ohne Kühlmantel
Without cooling jacket
Sans enveloppe de refroidissement

MK = Mit Kühlmantel
With cooling jacket
Avec enveloppe de refroidissement

Rated power 7.51 hp	Service factor 1.3	Nominal Speed 1760 rpm	Number of poles 4	Rated voltage 460 V	Date 2023-07-14
------------------------	-----------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P2/ hp	0	1.877	3.755	5.632	7.51	
P1/ hp	0.6085	2.388	4.246	6.19	8.191	10.34
I / A	5	5.651	6.679	8.081	9.859	
cos φ	0.1139	0.3955	0.595	0.717	0.7775	
n / rpm	1799	1791	1781	1770	1757	1743
s / %	0.05467	0.5044	1.047	1.675	2.384	3.168
M / lbf ft	0	5.506	11.07	16.72	22.45	28.29
η / %	0	78.63	88.43	90.98	91.69	

Tolerance according to VDE 0530 T1 12.84 for rated power					
Starting current 59.9 A	Starting torque 62.4 lbf ft	Moment of inertia 0.617 lb ft²	No. starts per hour 15		

Submersible Sewage Pump Type ABS XFP

XFP 100E-CB1 | 4", 4 Pole, 3-Phase, 60 Hz, PE2

Submersible Motor Specifications, PE2 Frame

Motor Design		NEMA design B, squirrel cage induction
Motor Type		Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating		IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol		IEC 60034-2-1
Insulation Material		Class H, 180°C (356°F), copper windings
Motor Filling Medium		Air
Temperature Rise		Class A; Class B with optional cooling system
Maximum Fluid Temperature		40°C (104°F) continuous, 50°C (122°F) intermittent
Cooling System	OPT	Environmentally safe, nontoxic, oil-filled motor; no cooling jacket required
Motor Protection	Thermal	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F) +/- 5°C (41°F) opening temperature
	Leakage	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
Sensing Chamber Filling Medium		Environmentally safe, nontoxic oil
Bearing Type	Upper	Single row deep groove ball bearing, permanently lubricated
	Lower	Double row angular contact ball bearing, permanently lubricated
Motor Starter Types		Suitable for use with direct-on-line (DOL), electronic soft starters, and PWM type Variable Frequency Drives ¹
Maximum Starts per Hour		15, evenly spaced
Inverter Duty Rating		Motors meet NEMA MG1, part 31 requirements
Maximum Submergence		20 meters (65 feet)
Available Voltages		208, 230, 460, 600 (consult factory for other voltages)
Voltage Tolerance from Rated		+/-10%
Agency Approvals		Factory Mutual, CSA
Explosion Proof Rating		NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp



The picture above may differ from the actual product. For illustrative purposes only.

¹ Output filters may be required on VFDs. See document DS-E00-001 for details.

Motor Ratings, PE2 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 45/4	5.0 kW	4.5 kW 6.0 HP	1767	208 230 460 600	18.1 16.4 8.2 6.3	111 101 50 39	H	1.3	90.6	92.5	90.0	.761	.676	.555
PE 56/4	6.1 kW	5.6 kW 7.5 HP	1757	208 230 460 600	21.8 19.7 9.9 7.6	132 120 60 46	H	1.3	91.7	91.0	88.4	.778	.717	.595
PE 75/4	8.2 kW	7.5 kW 10.1 HP	1762	208 230 460 600	30.6 27.7 13.8 10.6	176 159 80 61	G	1.3	91.7	91.9	91.6	.742	.654	.534
PE 90/4	9.8 kW	9.0 kW 12.1 HP	1762	208 230 460 600	34.9 31.6 15.8 12.1	234 211 106 81	H	1.3	91.8	91.5	88.8	.781	.707	.581
PE 105/4	11.4 kW	10.5 kW 14.1 HP	1754	208 230 460 600	39.2 35.4 17.7 13.6	234 212 106 81	G	1.3	92.4	92.6	90.9	.806	.754	.632



© Sulzer

Scan For More Info



Submersible Sewage Pump Type ABS XFP

XFP 100E-CB1 | 4", 4 Pole, 3-Phase, 60 Hz, PE2

Cable Data, PE2 Frame

Motor	Motor Voltage	Cable Qty	Cable Type ²	Cable Nominal Outside Diameter +/- .5mm (.02")	
				Power	Ground
PE 45/4	208 volt	1	SOOW 10/7	20.7mm (0.82")	Integrated w/ Power
	230 volt	1	SOOW 10/7	20.7mm (0.82")	Integrated w/ Power
	460 volt	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
	600 volt	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
PE 56/4	208 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	230 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	460 volt	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
	600 volt	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
PE 75/4	208 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	230 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	460 volt	1	SOOW 12/7	18.8mm (0.74")	Integrated w/ Power
	600 volt	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
PE 90/4	208 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	230 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	460 volt	1	SOOW 12/7	18.8mm (0.74")	Integrated w/ Power
	600 volt	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
PE 105/4	208 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	230 volt	1	SOOW 8/4+16/3	24.4mm (0.96")	Integrated w/ Power
	460 volt	1	SOOW 10/7	20.7mm (0.82")	Integrated w/ Power
	600 volt	1	SOOW 12/7	18.8mm (0.74")	Integrated w/ Power
Control Cable		Motor Monitoring Type ³	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")
		Std monitoring	N/A	Integrated w/ Power	Integrated w/ Power
Cable Length		Standard: 15m (49 feet)	Optional: 20m (65 feet), 30m (98 feet); Consult Factory for longer lengths		

² Type SOOW power cables have integrated control wires. ³ See motor protection on page 1.

Pump Data

Discharge Size	4" flanged, compatible with 4" class 125 ANSI flanges							
Suction Size (Wet-Pit / Dry-Pit)	4" flanged / 4" flanged, compatible with 4" class 125 ANSI flanges, threaded for 8x5/8-11 UNC screws, 30mm (1.2") deep							
Volute Pressure Rating	16 bar (232 psi)							
Impeller Type	Semi-Open, 1-vane, Contrablock Plus, w/ Seal Protection System							
Impeller	Code	.6	.5	.4a	.4	.3	.2	.1
Diameter, mm (in.)		185 (7.3)	195 (7.7)	208 (8.2)	217 (8.5)	225 (8.9)	240 (9.4)	250 (9.8)
Solids Passage Size, mm (in.)		80 (3.15)	80 (3.15)	80 (3.15)	80 (3.15)	80 (3.15)	80 (3.15)	80 (3.15)
Min. Recommended Flow, GPM ⁴		200	250	270	290	300	330	320

⁴ Recommend minimum continuous flow. Consult factory for applications below this flow rate.

Materials of Construction

		Standard	Optional
Power/Control Cable Jacket		Chlorinated Polyethylene (CPE)	
Lifting Hoop		Stainless Steel 1.4401 (AISI 316)	
Cable Connection Chamber		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Motor Housing		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Intermediate Housing		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft		Stainless Steel 1.4021 (AISI 420)	
Impeller		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) ⁵	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Wear Parts	Bottom/Wear Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) ⁵	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Volute		Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
External Hardware		Stainless Steel 1.4401 (AISI 316)	
O-Rings and Cable Glands		Nitrile (Buna-N)	Viton®
Mechanical	Lower	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton®, 316 SS
Seals	Upper	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Coating/Protection		Two-part epoxy, blue, 120µm (4.7 mil) DFT	Two-part epoxy, blue, 400µm (15.7 mil); Wet-end liquid ceramic coating, 500µm (19.7 mil); Zinc Anodes

⁵ Hardening of bottom edge of impeller vane and wear plate surface available. Consult factory for details.

General Data (Standard Materials of Construction & Cable Length)

	PE 45/4	PE 56/4	PE 75/4	PE 90/4	PE 105/4
Overall Height	762mm (30.0")	762mm (30.0")	762mm (30.0")	832mm (32.8")	832mm (32.8")
≈ Pump Weight (Non-Cooled)	171 kg (377 lb)	171 kg (377 lb)	181 kg (400 lb)	201 kg (444 lb)	210 kg (462 lb)



SULZER

Massblatt XFP 100E-CB1 Twin Guide Rail
Dimension Sheet XFP 100E-CB1 Twin Guide Rail
Dimensioni Installazione sommersa
Hoja de dimensiones instalacion sumergida
Plan d'encombrement Installation noyee

No: AN-M.22.581 - 07
Drawn: 19.03.10 D.Whelan
Issue Date: 09/05/2013
Znderungen vorbehalten
Technical changes reserved
Con riserva di modifiche
Con reserva de modificaciones
Sous réserve de modification

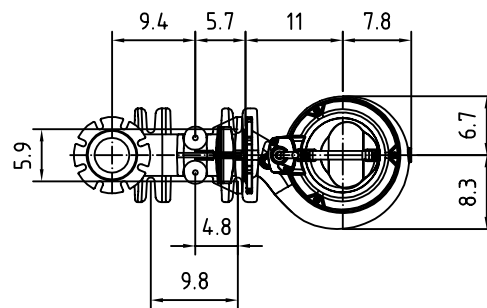
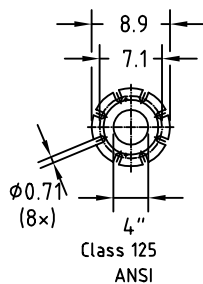
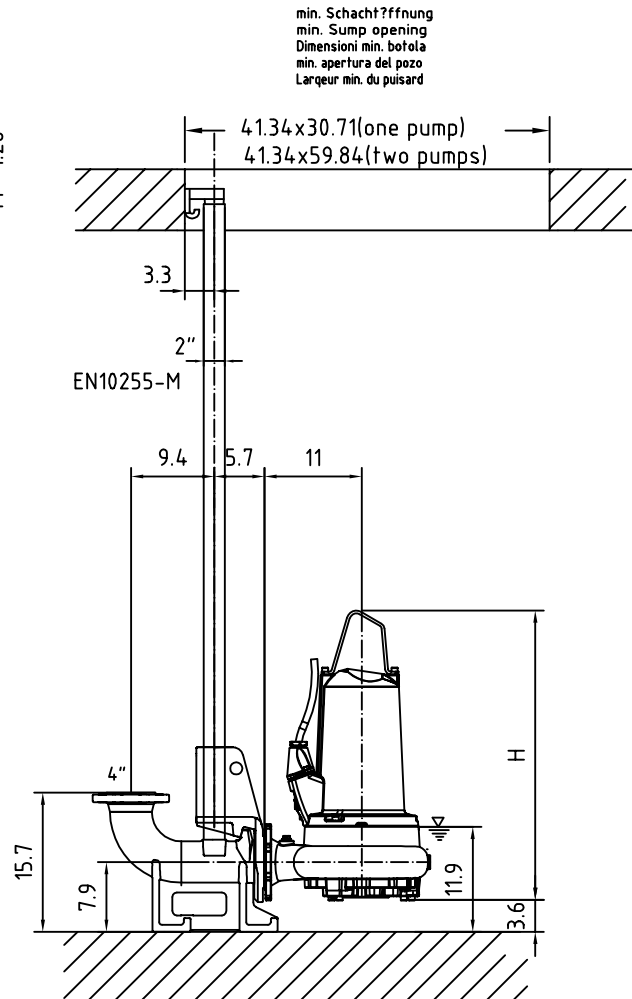
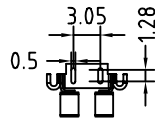
50 Hz

U.S.

Typ Type Tipo	Gewicht Weight Poids Peso (lbs)	H (")
PE 40/4	386	30
PE 60/4	408	30
PE 90/4	452	32.8

60 Hz

Typ Type Tipo	Gewicht Weight Poids Peso (lbs)	H (")
PE 35/6	408	30
PE 45/4	386	30
PE 56/4	386	30
PE 75/4	408	30
PE 90/4	452	32.8
PE 105/4	463	32.8



Gewicht: Beinhaltet Pumpe, Halterung (Fussstück) und Kabel (50 Hz = 10 m; 60 Hz = 15 m)
Weight: includes pump, slider bracket and cable (50 Hz = 10 m; 60 Hz = 15 m)
Peso: include bomba, pezzo intermedio a cavo (50 Hz = 10 m; 60 Hz = 15 m)
Peso: Incluye bomba, soporte deslizante y cable (50 Hz = 10 m; 60 Hz = 15 m)
Poids : incluant la pompe, le coulisseau et le cable (50 Hz = 10 m; 60 Hz = 15 m)

Guss-Allgemeintoleranzen nach DIN1680 - GTB16
General tolerances for castings in acc. to DIN1680-GTB16
Tolleranze generali delle fusioni secondo DIN1680-GTB16
Tolerancias generales para la fundicion seg. de DIN1680-GTB16
Tolérance générale de la fonderie selon DIN1680-GTB16

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 19 - Slide Gates

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Alfa Laval/MTS						
		Bob Bierhorst						
		813-929-4454						
Base Bid Before Alternates		\$ 626,006.00						
Slide Gate Package	Y	\$ 603,106.00		\$ -		\$ -		\$ -
Start-Up Days	Y	\$ 22,800.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ -						
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		N						
SRF AIS & BABA		Y						
Additional Notes								
	Tax not included.							
	WG264-1A & WG265-1A not included							
SUBTOTAL:		\$ 626,006.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 626,006.00		\$ -		\$ -		\$ -
		\$ 626,006.00	NO BID		NO BID		NO BID	

Recommend award to:

Alfa Laval (MTS)

Adam Bergdahl

From: Bob Bierhorst <bbierhorst@mts-florida.com>
Sent: Thursday, August 3, 2023 10:41 AM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Donna Rhodes; Doug Thomas
Subject: Deland Wiley M. Nash WRF Upgrades - Alfa Laval CX gates BID 8/3/2023
Attachments: Alfa Laval Coplastix gates - Deland Wiley Nash bid 8-3-2023.pdf

Adam

Please find attached our manufacturer's bid as requested.

If you have any questions, or need additional information, please do not hesitate to call.

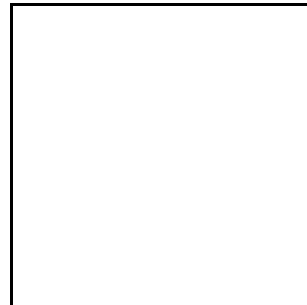
Thank you

Bob Bierhorst
MTS Environmental
813-760-5508 cell

From: Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com>
Sent: Wednesday, August 2, 2023 1:51 PM
To: Bierhorst Bob <bbierhorst@mts-florida.com>
Subject: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

A MESSAGE

From: Wharton-Smith, Inc. -Water Division-Estimating
Sent: Wednesday, August 2, 2023 1:50 PM ET
Email: dkreidler@whartonsmith.com
Phone: (407) 321-8410
Fax: (407) 330-1092



Bob Bierhorst from MTS Environmental.

Message:

Just a reminder bids are due tomorrow, August 3rd by 2:00 PM EST. As stated in Addendum 1, all bids shall be submitted electronically to Adam Bergdahl at abergdahl@whartonsmith.com. All bids must be submitted on the Bid Form provided within the bid manual to be considered responsive.

[Click here to view the project](#)

Access Number: 5QHY-HPKW

For help, visit <http://www.isqft.com/start/pages/contact-support/> or call us at (877) 4CC-TOOL (422-8665).

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▪

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Slide Gates

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Alfa Laval, Inc.

Contact Name: Doug Thomas Title: Business Development Manager

Address: 10470 Deer Trail Dr.
Houston, TX 77038

Phone Number: 281-985-4422 Fax: 713-934-3179

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form
☐	Sanctions and Litigation
☐	Licenses (As Applicable)
☐	Proof of Bonding Capability
☒	Meets SRF Program Requirements

☐	Value Engineering Proposal
☐	List of Subcontractors
☒	Certificate of Insurance
☒	Clarifications (if Applicable)
☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents. **Accepted including the additional Rider attached**
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated July 10, 2023 No. 2 Dated July 24, 2023No. 3 Dated July 28, 2023 No. 4 Dated July 28, 2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Slide Gate Package	1	LS	\$ <u>603,106.00</u>	\$ <u>603,106.00</u>
2.	Start-Up Days see scope	3	LS	\$ <u>7,600.00</u>	\$ <u>22,800.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>626,006.00</u>

Six-hundred twenty-six thousand and six dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Lead Time - Submittal Package	<u>20 after executed PO</u>
2.	Lead Time - Material Delivery from Formal Release	<u>110</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):	YES	NO
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):	YES	NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Jose Carpio - Director Water & Wastewater

Print Name / Title

August 2, 2023

Date

August 2, 2023

To: All Bidding Contractors.
FTA: Estimating Department or Project Manager.

Re: Deland – Wiley M. Nash, FL
Specification: 40 05 59 through Addendum 4
Alfa Laval Quote No.: 07142023



5400 International Trade Drive
Richmond, VA 23231 - USA
(800) 362 - 9041

Dear Gentlemen,

We are pleased to offer our bid, for the supply of the specified Coplastix Sluice Gate(s) to meet the intent and fulfill the requirements as detailed in the specification, based upon our Coplastix Design. We also include our **Ten-Year Warranty**, which is and has proven to be a great attribute to the longevity and quality of our equipment. The Coplastix equipment offered comes complete, ready for installation by the contractor unless noted otherwise. If you disagree with the take-off contained herein, you must advise us.

1. FRAME.

316 stainless steel, 5/16 minimum thickness. Frames are wall mounted against a 1" nominal grout base, no thimbles or flanges are needed or included.

2. SEALS

Sluice gates frames shall be fitted with fixed sealing faces that are mounted in the frame sides. Seals shall be molecularly incompatible with the Disc face and shall have a co-efficient of friction of 0.10 or less.

3. DISCS

Shall be manufactured from suitably reinforced composite plastic materials. The outer skin material shall have a minimum thickness of 1/8" and is non-toxic, ultra-violet light stabilized. The internal steel reinforcing members shall be designed to adequately withstand the hydraulic forces and/or the mechanical operating loads that will be imposed upon the Disc. The Disc shall be designed for a deflection of less than 1/1000 of the span (Width of Opening/1000).

4. LEAKAGE RATES

Per Specification (AWWAC563), no factory water testing will be performed as site testing will need to be done and passed, normal factory inspection and certification report issued.

Item #1 – Influent North and South

Tag(s): SG110-1 & SG110-2
Qty.: Two (2)
Size: 42" x 72"
Gate: Channel mounted Coplastix Sluice Gate, suitable for 5' on & off Head pressure.
Invert to floor 108" approx.
Operator: Gearbox assembly mounted on a frame-mounted pedestal.
Stem: Rising 316 stainless steel.

Item #2 – Wetwell Feed North and South

Tag(s): WG110-3 & WG110-4
Qty.: Two (2)
Size: 36" x 72"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert
to floor 108" approx.
Operator: Gearbox assembly mounted on a floor-mounted pedestal.
Stem: Rising 316 stainless steel.

Item #3 – Grit Feed North and South

Tag(s): WG120-1 & WG120-2
Qty.: Two (2)
Size: 28" x 60" door to stroke down 32"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert
to floor 81" approx.
Operator: Gearbox assembly mounted on a wall-mounted pedestal.
Stem: Rising 316 stainless steel.

Item #4 – Effluent Channel Bypass

Tag(s): WG120-3
Qty.: One (1)
Size: 36" x 48"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert
to floor 60" approx.
Operator: Gearbox assembly mounted on a wall-mounted pedestal.
Stem: Rising 316 stainless steel.

Item #5 – Grit Chamber Discharge North and South

Tag(s): WG120-4 & WG120-5
Qty.: Two (2)
Size: 132" x 24"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert to floor 63" approx.
Operator: Gearbox assembly mounted on a frame-mounted pedestal.
Stem: Dual-rising 316 stainless steel.

Item #6 – Splitter Box Chamber 1 & 2

Tag(s): WG120-6
Qty.: One (1)
Size: 60" x 36"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert to floor 84" approx.
Operator: Gearbox assembly mounted on a frame-mounted pedestal.
Stem: Rising 316 stainless steel.

Item #7 – Splitter Box Chamber 3

Tag(s): WG120-7
Qty.: One (1)
Size: 36" x 36"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert to floor 84" approx.
Operator: Gearbox assembly mounted on a frame-mounted pedestal.
Stem: Rising 316 stainless steel.

Item #8 – Splitter Box Chamber 4, 5, 6, & 7

Tag(s): WG120-8, WG120-9, WG120-10, WG120-11
Qty.: Four (4)
Size: 72" x 36"
Gate: Wall mounted Coplastix Weir Gate, suitable for 5' on & off Head pressure. Invert to floor 84" approx.
Operator: Gearbox assembly mounted on a frame-mounted pedestal.
Stem: Rising 316 stainless steel.

NOTES AND EXCEPTIONS:

- A. Equipment offered is Coplastix Standard Design.
- B. Alfa Laval excludes grout, packers, etc.
- C. Adhesive anchor bolts (if required): 316SS hardware, included. Adhesive by others.
- D. **Service Included, (3) trips and (2) days on site per trip.**
- E. **Item 2: Schedule calls out 36" x 72", but the drawings show a 36" x 38" opening. Will need to be confirmed.**
- F. **Item 3: Based on the drawings and the height of the opening called out, the door can only stroke down 32".**
- G. **Weir Gates WG264-1A & WG265-1B for BNR Trains 4 & 5 are not included in our scope or pricing.**

DO NOT assume any item not listed above is included in our proposal.

Total Price = See Bid Form

Contact (MTS Environmental) Tel # (813) 760-5508 for pricing.
F.O.B. Houston, Texas, FFA to job site. **NO TAXES INCLUDED.**

Unless otherwise specified in this proposal, all installation of equipment supplied by Alfa Laval, Inc. shall be installed by others.

Taxes:

The quoted price does not include any local, state, or federal taxes, permits or other fees. Any taxes or fees that may apply must be added to the quoted price and paid by the buyer.

Proposal Acceptance:

This proposal is offered for acceptance within thirty (30) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Letter of Intent or Purchase Order and notice to proceed within this thirty (30) day period and the review and return of submittal drawings to Alfa Laval within thirty (30) days. Delays caused by slow return of submittals and/or other manufacturing delays caused by the contractor, owner, owner's agent, or engineer may result in additional charges of 1% per month for such delays or part thereof.

Submittal Drawings (2 to 3 weeks from receipt of written Purchase Order)

Mechanical submittal and drawings on the preceding equipment will be submitted in accordance with the required delivery date of the equipment and after receipt of a firm purchase order.
Note: A purchase order signed by both Alfa Laval, Inc. and the purchase order originator must be executed prior to any submittal being forwarded.

Shipment:

Shipment on the preceding equipment can be made within twenty (20) to twenty-two (22) weeks from receipt of approved submittals.

Payment Terms:

100% net 30 days (subject to credit approval) and as such no provision for retainage will be allowed under the terms of this project. These payment terms are not contingent upon payment from owner to Purchaser. Shipments such as embedded metal or partial items will be invoiced as shipped on a prorated price to be determined by Alfa Laval, Inc.

If Purchaser delays shipment, Alfa Laval, Inc. may invoice and pass title to the Purchaser; Purchaser agrees to remit the amount due at the times stated, as if the equipment had shipped. All costs of storage shall be at the Purchaser's expense.

Escalation Charges:

In the event that delivery of equipment cannot be made on the scheduled delivery date agreed upon between Alfa Laval and buyer and as evidenced by the terms of the contract, due to buyer delay, Alfa Laval reserves the right to assess reasonable escalation charges to the project at the rate of 1% per month of the contract value for each month that the project is delayed.

Terms:

Alfa Laval's Standard Terms and Conditions are enclosed and apply in their entirety. All applicable sales, use or other taxes are to be paid by buyer. If any taxes are to be paid by seller, the quotation price shall automatically be increased by the same amount. Failure to pay invoices promptly when due nullifies Alfa Laval, Inc. obligation to perform work under warranty, installation and start-up in a timely manner.

The contractor explicitly agrees that subject to acceptance by the consulting engineer and/or the owner, Alfa Laval, Inc. may substitute a stand-by letter of credit in lieu of cash retainages required in the plans and specifications and contract documents, and 100% of the cash released by such acceptance will flow through immediately to Alfa Laval, Inc. All orders are subject to credit approval prior to acceptance of contract and/or purchase order.

General Notes:

There is no provision included in the quoted price, unless noted, for field erection supervision, tests, inspections, or adjustment of equipment. If factory representative is required for any of these services, please refer to "Service Terms" enclosed. The equipment offered by Alfa Laval, Inc. is our standard design, materials, and manufacture. In the event that these items of equipment are subject to any alteration in design or materials or manufacture by the contractor,

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Deland – Wiley M. Nash, FL
Alfa Laval Quote No.: 07142023
Page 6

owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

We wish to thank you for the opportunity of offering this proposal. Should you have any questions, please feel free to contact our representative or us noted below.

Sincerely,

Doug Thomas

Doug Thomas
Business Development Manager Fluid Control

cc. Bob Bierhorst (MTS Environmental), Alfa Laval AS-H Local Representative

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services"). As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.

5. **CREDIT AND PAYMENT:** Payment terms are thirty (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event. We shall have the right to deduct from or set off against sums due you any sums due and owing to us from you under any other order or contract between us.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively our property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.

12. **PATENT INFRINGEMENT**

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicenseable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.

Rider
Terms and Exceptions

This Rider is annexed to and expressly made part of this Agreement for all work or services described for the Project. Purchase Order notwithstanding, the following items are mutually agreed upon and amended as follows:

Item 7- Delivery Schedule

Replace "Time if of the essence" with "Time is of material importance"

LIMITATION OF LIABILITY

With the exception of the Indemnification obligations set forth hereunder, Seller's TOTAL LIABILITY shall not exceed the value of the Agreement, including any additive change orders. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES. The foregoing disclaimer of consequential damages and limitation of liability shall not in any manner, limit the Seller's indemnity obligation for third party claims for bodily injury, death or damage to tangible property, to the extent caused by Seller's negligence.

LPO/LAP (A120123) 20190329



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 4900 Libbie Mill East Blvd. Suite 100 Richmond VA 23230	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 804-780-0611 E-MAIL ADDRESS: certificates@marshmma.com	FAX (A/C, No): 804-788-8944														
INSURED Alfa Laval Inc. 5400 International Trade Drive Richmond VA 23231	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Insurance Company of the State of PA</td><td>19429</td></tr><tr><td>INSURER B : Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C : National Union Fire Ins Co PittsburghPA</td><td>19445</td></tr><tr><td>INSURER D : AIG Europe S.A.</td><td>55555</td></tr><tr><td>INSURER E : Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER F :</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Company of the State of PA	19429	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : National Union Fire Ins Co PittsburghPA	19445	INSURER D : AIG Europe S.A.	55555	INSURER E : Hartford Underwriters Insurance Company	30104	INSURER F :	
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INSURER F :																

COVERAGES**CERTIFICATE NUMBER:** 1504801228**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	GL6634499	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	14ABS41702	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	10736197 1035337	1/1/2023 1/1/2023	1/1/2024 1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	14WNS41700	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER USL&H / STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Hired Car Physical Damage			14ABS41702	1/1/2023	1/1/2024	Comprehensive Collision \$2,000 DED \$2,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$10,000,000 Excess Liability is from combination of the following:

Umbrella Liability \$5,000,000 National Union Fire Insurance Co. of Pittsburgh PA

Excess Liability \$5,000,000 AIG Europe S.A.

Workers Compensation Coverage applies to all US Employees working in USA it's territories or possessions or Canada

CERTIFICATE HOLDER**CANCELLATION**

** For Informational Purposes Only **

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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Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 20 - High Efficiency Blower Systems

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

		UBP/TSC Jacobs					
		Joe Sacco					
		904-524-9576					
Scope Item Description							
Base Bid Before Alternates		\$ 115,400.00					
High Efficiency Blower Package	Y	\$ 115,300.00		\$ -		\$ -	\$ -
VFD Control Panel	N	\$ -		\$ -		\$ -	\$ -
Start-Up Services	Y	\$ -		\$ -		\$ -	\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
Alternates/Adjustments		\$ 20,076.00					
Start-up, Freight, and Services	Y	\$ 20,076.00		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
Bid Document Requirements							
Bid Form		Y					
Clarifications / Exceptions		N					
Acknowledged Addenda		Y					
SRF Davis Bacon		Y					
SRF AIS & BABA		Y					
Additional Notes							
	Taxes not included						
	VFD CP Not Included						
	3C-Hybrid Model Included						
SUBTOTAL:		\$ 115,400.00		\$ -		\$ -	\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0% \$ -
Scope Adjustment:		\$ 20,076					
Total Adjusted Scope:		\$ 135,476.00		\$ -		\$ -	\$ -
\$ 135,476.00							

Recommend award to:

Universal Blower PAC (TSC Jacobs)

Adam Bergdahl

From: Joe Sacco <Joe@tscjacobs.com>
Sent: Thursday, August 3, 2023 5:43 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Matthew Peterson; Michael Alexakis
Subject: RE: TSC-Jacobs North Deland bid manuals

Hey Adam,

Please see the below breakout:

Universal Blower Pac blower bid:

Total taxable amount - \$115,300
Nontaxable startup, freight, and service – \$20,076

Total base bid amount for Universal Blower Pac blower bid - **\$135,376**

Give me a call tomorrow and I can send you revised bid form to reflect the above if needed.

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

From: Adam Bergdahl <abergdahl@whartonsmith.com>

Sent: Thursday, August 3, 2023 4:14 PM

To: Joe Sacco <Joe@tscjacobs.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: RE: TSC-Jacobs North Deland bid manuals

Joe,

Bids received. We will have additional questions, but:

4. Blowers:

- a. The bid form doesn't add. Looks like it doesn't include start-up services. If the value \$135,376 based on the addition of 1-5?

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 | Cell: (407) 402-5472

From: Joe Sacco <Joe@tscjacobs.com>

Sent: Thursday, August 3, 2023 1:02 PM

To: Adam Bergdahl <abergdahl@whartonsmith.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: TSC-Jacobs North Deland bid manuals

Hello Adam,

Please see the attached completed bid manuals for:

- BNR – Ovivo
- Clarifiers – Ovivo
- Prestressed Tanks – CROM
- **Blowers – Universal Blower Pac**
- UV – Trojan

Please note that the only bid manual that includes taxes is CROM. All pricing is good for 120 days.

Please let me know if you have any questions,

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: High Efficiency Blower System Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Universal Blower Pac, Inc.

Contact Name: Andrew Placek Title: CRO

Address: 440 Park 32 West Drive

Noblesville, IN 46062

Phone Number: 317-773-7256 X 4512 Fax: 317-776-5086

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☒ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☐ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23

No. 2 Dated 7/24/23

No. 3 Dated 7/28/23

No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
				95,000.00	95,000.00
1.	High Efficiency Blower Package	1	LS	\$	\$
2.	VFD Control Panel	1	LS	\$	\$
3.	Start-Up Services	5	DAYS	\$	\$
4.	Payment & Performance Bond	1	LS	\$	\$
5.	Indemnification	1	LS	\$	\$
				100.00	100.00
Note: Price is good for 120 days, Taxes not included				Total Base Bid:	\$ 130,300.00

One Hundred thirty thousand three hundred dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Blower Package Submittal Complete	<=35
2.	Blower Package Delivery from Formal Release	<=259

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES☐ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

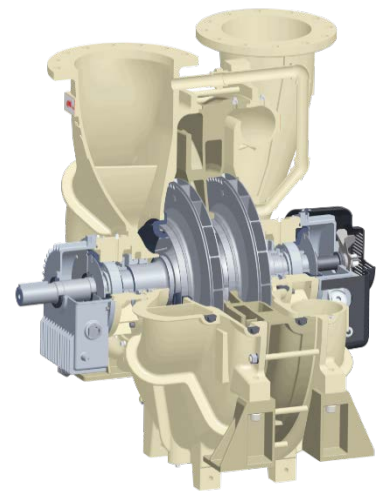
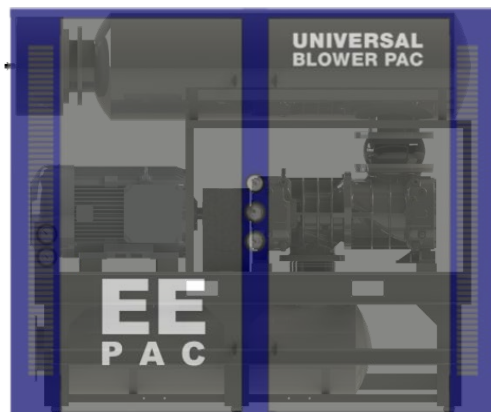


Signature_____
Joe Sacco/Director of Sales_____
Print Name / Title_____
8/3/2023_____
Date



BLOWER SYSTEM QUOTATION

Date:	26-Jul-2023
Customer:	All Bidding Contractors
Reference:	Deland, FL Wiley M.Nash WRF
Quotation Number:	U30803-1
Submittal Lead Time:	3-5 weeks from receipt of purchase order
O&M Manual Lead Time:	3 weeks prior to shipment
Shipment Lead Time:	35-37 weeks from approval, earlier with substitute



440 Park 32 West Drive
Noblesville, Indiana 46062
P >> 317.773.7256
F >> 317.776.5086



UNIVERSALBLOWERPAC.COM
HYBRIDBLOWER.COM



SCOPE OF SUPPLY

Section: 431138 Reaeration Blowers

Specified Performance: 354 SCFM @ 7.4 PSIG

Quantity: 2

Inlet Filter/Silencer
Universal Blower Pac Lobe Compressor
Discharge Flex Joint
25 HP TEFC PE 1800 rpm 460/60/3 Motor
Auto-tension V-belt Drive
3C-HYBRID Base and Guard
Discharge Silencer
Discharge Flex Joint
Pressure Gauge
Vacuum Gauge
Temperature Gauge
Pressure Switch
Vacuum Switch
Pressure Relief Valve
Check Valve
Butterfly Valve
3C-HYBRID Acoustical Enclosure with 120V Fan
Spare Parts

Quantity: Lot

O&M Manuals
Factory Mechanical Acceptance Testing
Start-up Oil





PRICING

Equipment Subtotal:	\$	-
Freight:	\$	-
Startup:	\$	-
Total:	\$	-





COMPLIANCE NOTES / CLARIFICATIONS

- 1) The specification calls for a Nema 12 control panel with a variable frequency drive while the drawings show the variable frequency drive in MCC J. Controls are not included and assumed provided by others. We can provide the local control panels with VFDs described in the specification for \$_____ total additional cost.
- 2) The specification describes the 3C-HYBRID but names the EE-PAC. The 3C-HYBRID configuration is provided. The EE-PAC configuration can be provided for \$_____ total additional cost.





TERMS & CONDITIONS

- 1) Pricing: Valid for 30 days unless notified. If approval and release of equipment exceeds 6 months pricing will be affected per the index Industrial and Commercial Fan and Blower Manufacturers as posted by the Bureau of Labor Statistics. All pricing is USD unless otherwise noted.
- 2) Payment: 30% upon receipt of approved submittal (or upon immediate release if no submittal is required), 70% upon shipment, Net 30.
- 3) Taxes: Not included unless otherwise noted.
- 4) Freight: Freight pricing valid for 6 months from date of quotation. Blowers will be shipped assembled to the extent allowable by trucking. All equipment will be finish painted and skid mounted for domestic shipment.
- 5) Startup: 100% payment (minus retention) to be made prior to startup scheduling.
- 6) Warranty: Universal Blower Pac's standard sole-source warranty applies to all equipment provided herein. Extended term Gold warranty is available for additional cost.



Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 21 - Oxidation Ditch Equipment Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Ovivo/TSC Jacobs					
		Joe Sacco					
		904-524-9576					
Base Bid Before Alternates		\$ 2,751,700.00					
Oxidation Ditch Equipment	Y	\$ 2,751,600.00		\$ -		\$ -	\$ -
MCC	Y	INC		\$ -		\$ -	\$ -
EliminatRTM Gates (EMO)	Y	INC		\$ -		\$ -	\$ -
Diffuser System	Y	INC		\$ -		\$ -	\$ -
Start-Up Services	N	\$ -		\$ -		\$ -	\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
Alternates/Adjustments		\$ 208,500.00					
Start-Up, Freight, & Services	Y	\$ 208,500.00		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
Bid Document Requirements							
Bid Form		Y					
Clarifications / Exceptions		N					
Acknowledged Addenda		Y					
SRF Davis Bacon		N					
SRF AIS & BABA		Y/N					
Additional Notes							
	Taxes not included						
SUBTOTAL:		\$ 2,751,700.00		\$ -		\$ -	\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0% \$ -
Scope Adjustment:		\$ 208,500					
Total Adjusted Scope:		\$ 2,960,200.00		\$ -		\$ -	\$ -
		\$ 2,960,200.00	NO BID		NO BID		NO BID

Recommend award to:

Ovivo (TSC Jacobs)

Adam Bergdahl

From: Joe Sacco <Joe@tscjacobs.com>
Sent: Thursday, August 3, 2023 5:43 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Matthew Peterson; Michael Alexakis
Subject: RE: TSC-Jacobs North Deland bid manuals

Hey Adam,

Please see the below breakout:

Ovivo BNR bid:

Total taxable amount - \$2,751,600
Nontaxable startup, freight, and service – 208,500

Total base bid amount for Ovivo BNR bid - **\$2,960,100**

Give me a call tomorrow and I can send you revised bid form to reflect the above if needed.

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

From: Adam Bergdahl <abergdahl@whartonsmith.com>

Sent: Thursday, August 3, 2023 4:14 PM

To: Joe Sacco <Joe@tscjacobs.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: RE: TSC-Jacobs North Deland bid manuals

Joe,

Bids received. We will have additional questions, but:

2. BNR Equipment:

- a. The bid form doesn't add. Item #1 reflects a cost of \$2,960,000, and the base bid reflects the same. Is the value is \$5,173,600 based on the addition of 1-7?

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 | Cell: (407) 402-5472

From: Joe Sacco <Joe@tscjacobs.com>

Sent: Thursday, August 3, 2023 1:02 PM

To: Adam Bergdahl <abergdahl@whartonsmith.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: TSC-Jacobs North Deland bid manuals

Hello Adam,

Please see the attached completed bid manuals for:

- **BNR – Ovivo**
- Clarifiers – Ovivo
- Prestressed Tanks – CROM
- Blowers – Universal Blower Pac
- UV – Trojan

Please note that the only bid manual that includes taxes is CROM. All pricing is good for 120 days.

Please let me know if you have any questions,

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Oxidation Ditch Equipment Package
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: **Ovivo**
Contact Name: **Daniel Kirby** Title: **Product Manager**
Address: **4246 Riverboat Road, Suite 300**
Salt Lake City, Utah 84123
Phone Number: **(801) 931-3000** Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☐	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23
No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Oxidation Ditch Equipment Package	1	LS	\$ \$ 2,960,000.00	\$ \$ 2,960,000.00
2.	MCC Package	2	EA	\$ \$ 725,000.00	\$ \$ 1,450,000.00
3.	EliminatIRTM Gates (EMO) Package	2	EA	\$ \$ 225,000.00	\$ \$ 450,000.00
4.	Diffuser System Package	2	EA	\$ \$ 60,000.00	\$ \$ 120,000.00
5.	Start-Up Services	5 trips / 15	DAYS	\$ N/A	\$ 193,500.00
6.	Payment & Performance Bond	1	LS	\$ N/A	\$ N/A
7.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Note: Price is good for 120 days, Taxes Not Included				Total Base Bid:	\$ \$ 2,960,100.00

Two Million Nine Hundred sixty thousand one hundred dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Oxidation Ditch Equipment Submittal Package	56
2.	Oxidation Ditch Electrical Gear Submittal Package	56
3.	Oxidation Ditch ElminatIRTM Gate Submittal Package	56

4.	Oxidation Ditch Diffuser System Submittal Package	56
5.	Oxidation Ditch Equipment Delivery from Formal Release	196
6.	Oxidation Ditch Electrical Gear Delivery from Formal Release	315
7.	Oxidation Ditch ElminatIRTM Gate Delivery from Formal Release	196
8.	Oxidation Ditch Diffuser System Delivery from Formal Release	196

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & ~~BABA Requirements~~ (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Daniel Kirby
 Signature

Daniel Kirby / Product Manager
 Print Name / Title

8/1/2023
 Date



PROPOSAL 2-34-0157 Rev 1

BID DATE: AUGUST 3, 2023

WILEY M. NASH WATER RECLAMATION FACILITY DELAND, FL

PREPARED FOR

BIDDING CONTRACTORS

AREA REPRESENTATIVE

TSC Jacobs, North
Joe Sacco
joe@tscjacobs.com

NOTES

Addenda No 1, 2, 3 and 4 has been received.

Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.

PREPARED BY

Dan Kirby / Cedric Sirantoine
Phone (801) 931-3000
Fax (801) 931-3080
daniel.kirby@ovivowater.com / cedric.sirantoine@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



DATE: July 31, 2023

TO: Wiley M Nash WRF, Deland, FL

BID DATE: August 3, 2023

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs, North
24156 SR 54
Suite 3
Lutz, FL 33559

Attention: Joe Sacco
Telephone: 813-242-2660
Facsimile: 813-242-2597
Email: joe@tscjacobs.com

BID PRICING

Bid Pricing Expiration Date: October 2, 2024

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	43 11 61	Carrousel® System	*	\$ _____
II	46 43 21	Secondary Clarifier Equipment	*	\$ _____

DELIVERY FOR SECTION 43 11 61

*Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **twenty-eight (28) to forty-five (45) weeks** after receipt of approved submittals from Purchaser.

DELIVERY FOR SECTION 46 43 21

*Ovivo will submit drawings and other information for approval within **ten (10) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **thirty (30) weeks** after receipt of approved submittals from Purchaser.

The following may be used to assist in scheduling, however the timeframes listed above prevail in the event of a conflict.

MILESTONE	CLARIFIER EQUIPMENT DATES	CARROUSEL EQUIPMENT DATES
Bid Due Date	8/3/2023	8/3/2023
Received PO from Customer (no LOIs or contingent POs)	10/2/2023 ***	10/2/2023
Ovivo Acknowledges Conforming PO or Executed Contract*	10/16/2023	10/16/2023
Engineering Submittal by Ovivo**	12/25/2023	12/11/2023
Submittal Approval by Purchaser	1/22/2024	1/8/2024
Fabrication Complete & Begin Shipment	8/19/2024	11/18/2024

*If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the date shown. This is, however, the date by which an executed contract must be in place to maintain price validity and schedule delivery. Ovivo's required terms are included in this proposal.

**Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

***Based on 60 Days pricing validity with no charge. Ovivo will provide a 120 days pricing validity for an extra charge.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

*** CORONAVIRUS ADVISORY ***

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance from the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

ITEM I - CARROUSEL® SYSTEM EQUIPMENT - SPECIFICATION SECTION 43 11 61

Ovivo proposes to furnish:

- ❖ Six (6) 100 horsepower Excell® Aerator II aerator(s)
- ❖ Eight (8) submersible mixer(s)
- ❖ Two (2) EliminatIR® gate(s)
- ❖ Two (2) Re-Aeration AeroStrip® diffused air system(s)
- ❖ One (1) Oculus™ Control Systems w/MCC, VFDs & Instrumentation

All mechanism(s) are for installation in the Carousel System basins. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

AERATORS

ITEMS INCLUDED per Aerator:

- One (1) 100 horsepower motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) gearbox including:
 - 2.0 service factor (minimum).
 - Independent lower bearing.
 - Oil drain.
 - Mechanical oil pump.
 - Dip Stick.
 - Low oil Pressure switch.
- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) surface aerator impeller and shaft (A36).
- One (1) submerged radial pumping turbine and shaft (A36).
- One (1) partition wall extension (Concrete by CONTRACTOR).
- One (1) velocity enhancing baffle (Concrete by CONTRACTOR).
- Four (4) jack studs (Zinc Plated).
- Mounting plate/bars (A36).
- Assembly bolts (A325).
- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts included:
 - One (1) Reducer low oil cut-out switch.
 - One (1) Reducer high speed coupling.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 7,700 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 3,400 LBS.

SUBMERSIBLE MIXERS:**ITEMS INCLUDED per Mixer:**

- One (1) motor (appropriate size) including:
 - 460 volts, 3 phase, 60 hertz duty.
 - Watertight, submersible rated.
 - 1.13 service factor (minimum).
 - Class F insulation and thermal switches.
 - Power cable (30') and power cable sealing device.
 - Cast Iron housing.
- One (1) planetary gearbox including:
 - Spline connection.
 - Sealed oil chamber.
 - Cast iron housing.
 - Appropriate output rpm.
- One (1) non clogging propeller (PUR).
- One (1) Mount/rail assembly (304 SS).
- One (1) hand operated lifting device (304 SS) with cable (SS).
- Assembly / anchor bolts (304 SS).
- Nameplate (SS).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts including:
 - One (1) Set of Bearings.
 - One (1) set of mechanical seals.
 - One (1) set of O-rings.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 1,200 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 700 LBS.

GATES:**ITEMS INCLUDED per Gate:**

- Actuator including:
 - Electric motor (460 volt/3 phase/ 60 hertz duty).
 - Worm gear reducer.
 - Absolute position encoder.
 - Electronic torque sensor.
- Stand (A36 Stl).
- Anchors bolts (304 SS).
- Assembly fasteners (304 SS).
- Stem and shaft (SS/A36 Stl).
- Turning vane (A36 Stl).
- Bearings (UHMW PE).
- Painting, see SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service, see FIELD SERVICE segment of the proposal.
- Freight, FCA factory, freight allowed.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 1,300 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 900 LBS.

RE-AERATION DIFFUSED AIR SYSTEM**ITEMS INCLUDED per diffused air system:**

- Sixteen (16) AEROSTRIP® diffusers, model T2.5-18:
 - Membrane (polyurethane).
 - Base (316 SS).
- Mounting profiles (304 SS).
- Air distribution Piping (PVC)
- Compression Fittings (PP).
- Connection pipes (HDPE or reinforced PVC).
- Pipe supports (304 SS).
- Anchors bolts (304 SS).
- Assembly bolts (304 SS).
- Operation and Maintenance manuals.
- Service, see FIELD SERVICE segment of the proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts including:
 - One (1) T2.5-18 Aerostrip® diffusers.
 - One (1) of each type of compression fitting.
- Minimum 2% Mounting hardware components.

CONTROLS**ITEMS INCLUDED per Carousel® System Controls:**

- Two (2) MCC Cabinet (K1 & K2), including:
 - NEMA 1 enclosure.
 - Main Disconnect (LSIG).
 - 120/240 Lighting Panel (located in MCC K1 only).
 - Active Harmonic Filter.
 - Ethernet switch.
 - Surge Protection Device.
- Four (4) FVNR Motor Starter(s), including:
 - Circuit Breaker Disconnect.
 - 120V Control Transformer.
 - NEMA Rated Contactor.
 - Ethernet Overload Relay.
 - 30mm Operators (as required).
- Three (3) 100 hp **Yaskawa** 6 Pulse VFD(s), including:
 - Door Disconnect.
 - Molded Case Circuit Breaker.
 - Output Filter.
 - Control Power Transformer.
 - Digital Operator Interface Module with LCD digital display.
 - Ethernet Option Board.
 - 30mm Operators (as required).
- One (1) PLC Controller Section, including:
 - CompactLogix PLC Controller.
 - 15in Windows HMI
 - Ethernet Switch.
 - Terminal Blocks (as required).
 - Control Relays (as required).
 - 120V Surge Suppression.
 - Analog Surge Suppression (as required).
 - 120V Programming Receptacle.

ITEMS INCLUDED (with Instrumentation):

- Eight (8) Hach SC4500 Analyzer, each including:
 - NEMA 4X enclosure with handrail mounting bracket.
 - Sun Shield.
- Four (4) Hach LDO Dissolved Oxygen Probe(s), including:
 - Luminescent Technology.
 - Molded Cable.
 - Mounting Hardware.
- Two (2) Hach NITRATAX plus Sensor(s), including:
 - UV Absorption Technology.
 - Molded Cable.
 - Mounting Hardware.
- Two (2) Hach ORP Sensor(s), including:
 - Differential Electrode Technology.
 - Molded Cable.
 - Mounting Hardware.
- Two (2) Level Sensor(s), including:
 - Pulse Echo Technology.
 - Molded Cable.
 - Mounting Hardware.

ITEMS NOT INCLUDED WITH CARROUSEL SYSTEM (But not limited to the following):

- Installation.
- Vibration analysis testing.
- Velocity testing.
- Oxygen transfer testing.
- Bypass with across the line starter (internal).
- Output Load Reactor.
- dV/dT Filter.
- External Wiring and Conduit.
- Power Factor Correction Capacitors (PFCC).
- Harmonic Testing.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Field wiring/installation.
- Bridges, walkway, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants.
- Grout.
- Permits, fees, samples, testing.
- Liquidated damages.

FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- Eight (8) Days / Four (4) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed one (1) coat of Tnemec 161-1211 (3.0 to 5.0 Mils D.F.T). Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming and painting shall consist of a high-quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

The entire body of the submersible mixer assembly shall be abrasive blasted to SSPC-SP 10 with a minimum 2.5 mil profile. The mixer shall then be immediately coated with a minimum of 15 mils of ceramic compound consisting of a two-part polymer/ceramic design including reinforcing with special fillers and extenders.

CLARIFICATIONS:

- Section 43 11 61 calls out six (6) 100hp aerators to be provided. This is different than what is shown on drawings E014, E015 as well as drawings E214-2 and E214-3. These drawings show four (4) 100hp aerators and two (2) 75hp aerators. This proposal is for six (6) 100hp aerators, electrical wiring etc. should be sized for the 100hp units.
- Warranty for the aerators and controls per section 43 11 61 .
- Control components not supplied per Sections 40 61 13 & 40 63 43.
- Section 26 29 23 2.03 G – SCADA fieldbus interface onboard VFDs will not be supplied by Ovivo. SCADA to pull data directly from Ovivo supplied PLC.
- Section 26 24 19 3.02 – Harmonic Analysis study not provided by Ovivo. Ovivo will supply MCC's with Active Harmonic Filter that will meet IEEE 1519.
- Re-Aeration blower control no by Ovivo.

ITEM II - SECONDARY CLARIFIER EQUIPMENT - SPECIFICATION SECTION 46 43 21

Ovivo USA (formerly EIMCO Water Technologies) proposes to supply two (2) EWT type C4D-FTS Clarifier Mechanisms each suitable for installation in new 90' diameter concrete tank by others. The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications.

ITEMS INCLUDED (per clarifier)

- Complete Ovivo C40HT drive assembly, fully shop assembled and tested, with built-in automatic torque overload indication, alarm contacts and cutout switches in NEMA 4/7 enclosure. This drive includes:
 - A 1.5 HP, 240/480 volt, 60 cycle, 3 phase (totally enclosed) gearmotor primary speed reducer coupled to a roller chain and sprockets enclosed in a light HDG metal guard,
 - A secondary worm/wormgear reducer with single pinion, all is cast iron housing,
 - A 40" pitch diameter solid main spur gear and 45.25" diameter strip liner bearing,
 all in cast iron housing per ASTM A536 grade 100-70-03.
 All gear and bearing are oil bath lubricated.
 Drive is rated for AGMA 20 year continuous torque of 30,000 ft-lbs.
- Truss bridge spanning the tank with 3' wide walkway and 1¼" aluminum I-bar grating. Interconnecting truss bridge with walkway (35' long), between the two clarifiers is included.
- Platform with steel frame and ¼" aluminum checkered floor plate.
- Aluminum handrail around platform, 1½" diameter 2-rail with 4" toe channel, sub-assembled system. Truss sides will serve as handrail system.
- Cage, square box truss design, steel.
- Rake arms, two full radius square box truss design in steel with steel spiral shaped rake blades and 304 Stainless Steel squeegees, blades tapered from 8" at tank wall to 24" in the center.
- Sludge collection drum, 5'-10" diameter, ¼" steel plates.
- Center column 28" diameter x ¼", steel plate with top and bottom flanges and influent ports.
- Energy dissipating inlet (LA-EDI design), 14' diameter x 3' deep with 8 distribution nozzles, ¼" thick steel plates.
- Feedwell, 22' diameter x 5.5' deep with 3/16" thick steel plates, with submerged supports from center cage.
- Two (2) scum skimmer arms with neoprene wipers and one (1) full trough skimmer with supports and stub nozzle, all in steel.
- Spare parts: sights glasses and neoprene skimmer wipers.
- Anchor bolts, 316 stainless Steel.
- Assembly fasteners, 316 Stainless Steel.
- Submittal package with certified GA drawings, stamped design certificate, drive calculations, motor data and cut-out sheets.
- Operation and Maintenance manuals.
- Service as noted in the "Field Service" section of this proposal.
- See "Surface Preparation and Paint" section of this proposal.
- Freight, FCA factory, freight allowed to jobsite.
- Two (2) year warranty from date of final acceptance by owner, not to exceed thirty (30) months after start-up of each mechanism.

ITEMS NOT INCLUDED (But not limited to the following):

- Effluent weirs and scum baffles.
- Density current baffles.
- Field welding. Minimal field welding may be necessary.
- Any field measurements required for provision of this equipment.
- Anchor templates and grout shield. We provide bolt circle dimensions for the center column and anchor positions.
- Demolition or erection services.
- Lamp posts.
- Local Control panels
- VFD controller.
- Lubricants (Ovivo will provide quantity and type of lubricant necessary for startup and 1 year supply).
- Weir, launder or baffle cleaning equipment.
- Electrical controls or control panels, push button stations, alarms, starters, mounting plates or brackets, conduit, wiring, mounting channels, photocells, etc. (other than local control panel listed above).
- Stairways, access walkways, interconnecting walkways, gratings, etc., outside tank.
- Handrail around tank.
- Scum spray systems, spray water piping or spray nozzles.
- Scum piping below or flexible connector to scum box stub nozzle.
- Dissimilar metals protection (bituminous paint or isolation tape) for aluminum handrail and grating mounted to steel walkway members. Mastic/sealant/packing is also by others.
- Tank platform or feedwell covers of any kind.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM 34,500 LBS.

APPROXIMATE WEIGHT OF THE HEAVIEST SINGLE COMPONENT 3,700 LBS.

FIELD SERVICE:

Our proposal includes the service of a qualified service engineer for the following:

- Four (4) Days / Three (3) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment. Static torque testing is included in these services.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT:

Ovivo's drive unit will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Tnemec N69 and one (1) coat of Tnemec Endura-shield series 73. Gearmotors are coated by the manufacturer.

Non-submerged Steel Will Receive:

- A surface preparation SSPC-SP6/NACE 3.
- One (1) coat of primer Tnemec series N69, 2-3 MDFT.
- One (1) finish coat of primer Tnemec series N69, 3-4 MDFT.

Submerged Steel Will Receive:

- A surface preparation SSPC-SP10/NACE 2.
- One (1) coat of primer Tnemec series N69, 2-3 MDFT.
- One (1) finish coat of primer Tnemec series N69, 3-4 MDFT.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation

costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Type Muni
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent to Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready to Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo's Credit Department.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Dan Kirby
Tel. #: 801-931-3000
Email: amy.harrison@ovivowater.com
daniel.kirby@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

Very truly yours,

Ovivo USA, LLC

Attachment(s):

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo Inc.** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in U.S. measure and English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any Canadian patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the judicial courts located in Toronto, Canada.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 22 - Aluminum Sulfate System Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Guardian Equipment/MTS							
		Alan Cliburn							
		321-689-7800							
Base Bid Before Alternates		\$	86,600.00						
Aluminum Sulfate System Package	Y	\$	84,700.00	\$	-	\$	-	\$	-
Start-Up Services	Y	\$	1,800.00	\$	-	\$	-	\$	-
Indemnification	Y	\$	100.00	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
Alternates		\$	-						
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-
Bid Document Requirements									
Bid Form		Y							
Clarifications / Exceptions		N							
Acknowledged Addenda		Y							
SRF Davis Bacon		N							
SRF AIS & BABA		N							
Additional Notes									
		Taxes not included							
SUBTOTAL:		\$	86,600.00	\$	-	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-
Scope Adjustment:		\$	-						
Total Adjusted Scope:		\$	86,600.00	\$	-	\$	-	\$	-
		\$	86,600.00	NO BID		NO BID		NO BID	

Recommend award to:

Guardian Equipment (MTS)

Adam Bergdahl

From: Bob Bierhorst <bbierhorst@mts-florida.com>
Sent: Thursday, August 3, 2023 10:45 AM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Donna Rhodes; Alan Cliburn (Guardian)
Subject: RE: Deland Wiley M. Nash WRF Upgrades - Guardian chemical feed skids BID 8/3/2023
Attachments: Guardian Equipment - Deland Wiley Nash bid 8-3-2023.pdf

Adam

Please find attached our manufacturer's bid as requested.

If you have any questions, or need additional information, please do not hesitate to call.

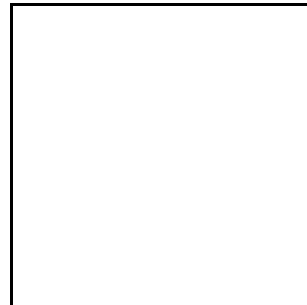
Thank you

Bob Bierhorst
MTS Environmental
813-760-5508 cell

From: Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com>
Sent: Wednesday, August 2, 2023 1:51 PM
To: Bierhorst Bob <bbierhorst@mts-florida.com>
Subject: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

A MESSAGE

From: Wharton-Smith, Inc. -Water Division-Estimating
Sent: Wednesday, August 2, 2023 1:50 PM ET
Email: dkreidler@whartonsmith.com
Phone: (407) 321-8410
Fax: (407) 330-1092



Bob Bierhorst from MTS Environmental.

Message:

Just a reminder bids are due tomorrow, August 3rd by 2:00 PM EST. As stated in Addendum 1, all bids shall be submitted electronically to Adam Bergdahl at abergdahl@whartonsmith.com. All bids must be submitted on the Bid Form provided within the bid manual to be considered responsive.

[Click here to view the project](#)

Access Number: 5QHY-HPKW

For help, visit <http://www.isqft.com/start/pages/contact-support/> or call us at (877) 4CC-TOOL (422-8665).

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Aluminum Sulfate System Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: GUARDIAN EQUIPMENT / c/o MTS
Contact Name: ALAN CLIBURN Title: _____
Address: 330 HICKMAN DR
SANFORD, FL 32771
Phone Number: 888-928-3700 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☐	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10 No. 3 Dated 7/28
No. 2 Dated 7/24 No. 4 Dated 7/28

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Aluminum Sulfate System Package	1	LS	\$ <u>—</u>	\$ <u>84,700⁰⁰</u>
2.	Start-Up Services	10	DAYS	\$ <u>—</u>	\$ <u>1,800⁰⁰</u>
3.	Payment and Performance Bond	1	LS	\$ <u>NA</u>	\$ <u>NA</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>86,600⁰⁰</u>
EIGHTY SIX THOUSAND SIX HUNDRED + 00/100					

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>4 WEEKS</u>
2.	Aluminum Sulfate Package from Formal Release	<u>10 WEEKS</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):	YES	NO
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):	YES	NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Bob Bierhorst
Signature

BOB BIERHORST
Print Name / Title
MTS / MANUFACTURERS
REPRESENTATIVE
813-760-5508

08/03/2023
Date



GUARDIAN EQUIPMENT, INC.

330 Hickman Drive, Sanford, FL 32771

PH: 888-928-3700 / 407-936-2216 FX: 407-936-2217

July 17th, 2023

Attn: Bob Bierhorst – MTS Environmental

Ref: Deland- Wiley M. Nash Aluminum Sulfate Feed Systems

We are pleased to offer the following equipment per your request.

(1) Guardian Equipment Duplex Transfer Skid Using Seepex MD 025-6L Pumps to Deliver 70 GPH at 60 PSI.

- Calibration Column sized for pump capacities, one per skid,
- Pressure Relief Valves, one per pump
- Diaphragm Protected Gauges, one per pump
- Back Pressure Valves, one per pump
- Lot of SCH 80 PVC Piping and True Union Ball Valves
- Skid fabricated from ½ polypropylene with containment basin built in
- 1" Suction Header, 1/2" Discharge Piping
- Skid Mounted Junction Box to Include the Following I/O per pump
 - *4-20 mA Speed Input
 - *Run Command

(1) Guardian Equipment Triplex Feed Skid Using Seepex MD 012-12 Pumps to Deliver 32 GPH at 60 PSI.

- Calibration Column sized for pump capacities, one per skid,
- Pressure Relief Valves, one per pump
- Diaphragm Protected Gauges, one per pump
- Back Pressure Valves, one per pump
- Yokogawa Flowmeters, two per skid
- Lot of SCH 80 PVC Piping and True Union Ball Valves
- Skid fabricated from ½ polypropylene with containment basin built in
- 1" Suction Header, 1/2" Discharge Piping

- Skid Mounted Junction Box to Include the Following I/O per pump
 - *4-20 mA Speed Input
 - *Run Command
 - *(2) 4-20mA flow output

(1) Lot of Spare Parts to Include the Following:

- One spare mechanical seal for each pump, 5 total
- One spare stator for each pump, 5 total
- One spare complete rotating assembly for each pump, 5 total
- One spare ball valve of each size per skid

TOTAL FOR SKID.....\$ please see bid form

Installation is not included.

Delivery has been included in the above pricing.

Sales Tax has not been included.

Submittals in 2-4 weeks.

Shipment in 8-10 weeks after submittal approvals.

Start up and training services are included.

Please call 888-928-3700 if you have any questions.

Sincerely,

Alan Cliburn
Guardian Equipment, Inc.

Cc: MTS Environmental / Bob Bierhorst (813) 760-5508

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 23 - Odor Control Biotrickling Filter
Wiley M. Nash WRF Expansion & Upgrades
City of DeLand
Thursday, August 3, 2023

Scope Item Description		HIBOCS/Heyward		Biorem/TSC Jacobs		BioAir/MTS		
		Greg Chomic		Joe Sacco		Bob Bierhorst		
		407-948-0332		904-524-9576		813-929-4454		
Base Bid Before Alternates		\$ 202,289.00				\$ 198,957.00		
Odor Control Equipment Package	Y	\$ 194,189.00		\$ -	Y	\$ 182,222.00		\$ -
Carbon Polisher (Option)	N	\$ -		\$ -	N	\$ -		\$ -
Start-Up Services	Y	\$ 8,000.00		\$ -	Y	\$ 16,635.00		\$ -
Indemnification	Y	\$ 100.00		\$ -	Y	\$ 100.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ 2,500.00				\$ 2,500.00		
Provide CompactLogix PLC		\$ -		\$ -		\$ -		\$ -
Anchor Bolts	Y	\$ 2,500.00		\$ -	Y	\$ 2,500.00		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y				Y		
Clarifications / Exceptions		N				Y		
Acknowledged Addenda		Y				Y		
SRF Davis Bacon		Y				Y		
SRF AIS & BABA		Y				Y		
Additional Notes								
		Tax not included				Tax not included		
						MicroLogix PLC included		
SUBTOTAL:		\$ 202,289.00		\$ -		\$ 198,957.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ 2,500				\$ 2,500		
Total Adjusted Scope:		\$ 204,789.00		\$ -		\$ 201,457.00		\$ -
		\$ 204,789.00		NO BID		\$ 201,457.00		NO BID

Recommend award to: HIBOCS (Heyward Florida)

Adam Bergdahl

From: Greg Chomic <gchomic@heywardfl.com>
Sent: Wednesday, August 2, 2023 8:54 PM
To: Adam Bergdahl
Subject: City of Deland Wiley M. Nash WRF Expansion - Odor Control Biotrickling Filter Equipment Bid
Attachments: BRNB4220071D9BE_001535.pdf

Hi Adam,

Please find attached our completed Bid Form, our Certificate of Insurance, and a quote containing a bill of material for your review.

We appreciate the opportunity to bid on this project and look forward to executing another successful project with Wharton Smith.

Regards,

Gregory J. Chomic



President
Heyward Florida Incorporated
415 County Club Drive
Winter Park, FL 32789
407-948-0332 (cell)
www.HeywardFL.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Odor Control Biotrickling Filter Equipment

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: Heyward Florida Incorporated

Contact Name: Gregory Chomic Title: President

Address: 415 Country Club Drive
Winter Park, FL 32789

Phone Number: 407-948-0332 Fax: na

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☐ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☒ | Certificate of Insurance |
| ☐ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23No. 3 Dated 7/24/23No. 2 Dated 7/24/23No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Odor Control Equipment Package	1	LS	\$ 194,189.00	\$ 194,189.00
2.	Carbon Polisher (Option)	1	LS	\$ na	\$ na
3.	Startup Services	5	DAY	\$ 8,000.00	\$ 8,000.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 202,289.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal – Odor Control Equipment Package	56
2.	Delivery - Odor Control Equipment from Formal Approval	98

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Signature

GREGORY J. CHOMIC / PRESIDENT

Print Name / Title

8/2/23

Date

Heyward
INCORPORATED



"Serving the Southeast Since 1908"

415 Country Club Drive - Winter Park, FL 32789 - PH:407.628.1880

HIBOCS/HICARB ODOR CONTROL SYSTEMS

"Simple.....Economical.....Effective!"



"ARREST YOUR ODORS"

Date: 08/2/23
Offered by: Heyward Florida Incorporated
Contact: Gregory Chomic

PROJECT NAME		City of Deland WWTP Odor Control System
Biotrickling Filter	HIBOCS MODEL#	One (1) HIBOCS-700
Carbon Polisher	HICARB MODEL#	NA
Warranty		Three (3) years on entire system Ten (10) years on media and media support system Five (5) years on the FRP Vessel

Parameter	Units	Min / Max / Avg			Comments / Notes
Airflow	CFM		2100		EBRT @ Max Air Flow (2,100 cfm) = 20 seconds
H2S Inlet	PPM		300	100	
H2S Removal	%			99	24-hour average
Water Usage	GPD			~5,000	
Drain Water	pH			1.5-2	

System Components:

- One (1) 9'-0" diameter x 17'-11" tall **HIBOCS-700** biotrickling filter constructed of a UV resistant premium fiberglass resin system in accordance with ASTM D3299, ASTM D4097, and PS15-69 as applicable. Vessel shall be constructed of minimum 3/8" thick fiberglass as described above. All biotrickling filter internals are non-fragile materials that are resistant to chemical attack of acids and alkalis. The spray header shall be designed for easy removal. The biotrickling filter shall contain 700-cubic feet of HIHP-98 "high surface" synthetic media for microbial attachment.

HIBOCS-700 shall include the following:

- 10" dia. inlet
 - 8" dia. x 24" long outlet
 - Internal media support
 - Removable spray header with nozzle
 - Top access door
 - Anchor lugs
 - Lifting lugs
 - Room for 11' (700-ft³) of HIHP-98 media
 - Demister section
- One (1) 2,100 cfm@ 8" w.c. cast aluminum blower with 10-hp stainless steel washdown/inverter duty motor
 - One (1) – HIBOCS-CS20 control skid for biological odor control system. The HIBOCS-CS20 is a completely assembled skid for the operation of the HIBOCS biological odor control system. The skid shall include a Power Distribution Panel (NEMA 4X SST), Water/nutrient Feed Panel (NEMA 3R FRP) with pressure reducing valve, flow control valve, 20-gpm rotameter, motor actuated water control valve, 60-GPD nutrient feed pump, 0.5-hp recirculation pump, Timer Control Panel (NEMA 4X SST) to control the water and nutrient feed to the biotrickling filter, 480V-110V step down transformer VFD blower controller with integral disconnect and on/off control switch mounted in a NEMA 4X enclosure. All the items listed above to be mounted on an HDPE skid prewired and plumbed ready for connection to utilities.

Also Included:

- Operation and Maintenance Manuals.
- Delivery to the job site.
- Pre-startup inspection, system start-up, training, and post start-up inspection and performance testing.
- Quarterly visits during the first year to ensure proper operation and maintenance.
- Emergency 24-hour call back response and 5 business days for on-site visit if needed during first year.
- Nutrients for first three months of operation after owner acceptance
- Duct between blower and vessel
- Nutrient pump rebuild kit (no other spare parts are provided or recommended)

Contractors / Owners Responsibilities:

- Concrete foundation slab.
- Provision and connection of drain, power, and irrigation water supply.
- Off-loading of the components and storage.
- Placement, assembly, and connecting of the system components.
- Installation and assembly of water lines.
- Anchor bolts
- Blower inlet duct and supports.
- Applicable Taxes
- Any other equipment and/or services not specifically described above.

Clarifications:

- All components of our system will meet the odor control specification and will match the existing HIBOCS odor control system currently in operation at this plant for purposes of standardization and familiarity. We stock spares of all major components in our shops in Groveland and Melbourne, so our customers experience minimum down time.

Price:

- One (1) HIBOCS-700 Biotrickling filer system in as described above.

Price\$202,289.00

Delivery: 8-weeks for submittals, 14 weeks for delivery of equipment following submittal approval

PROCESS DESCRIPTION

HIBOCS biological odor control systems utilize a synthetic media to provide an optimal site for growth of microorganisms (aka: biomass). This media has a high surface/high void area for optimal treatment in a small footprint. Microorganisms that attach to the media are capable of removing H₂S and other odorous VOC's when they are contacted by these compounds in the odorous air stream. A blower sends the odorous air from the odor source to the media at the bottom of the vessel where the air passes upward through the vessel and media. As the air travels upward, it comes in contact with the biomass growing on the media. The media is supplied with water and nutrients via a spray irrigation system which keeps the biological population healthy. The **HIBOCS** biological odor control systems counter-current flow of air and water/nutrients enhances the mass transfer to the media where the biological sulfur oxidation takes place, degrading the odorous compounds to weak sulfuric acid and other soluble sulfates which are removed in the drain water.

ADVANTAGES OF A HIBOCS SYSTEM

The **HIBOCS** biological odor control systems offer the following advantages:

- Minimum energy consumption due to low pressure loss through system
- Small footprint

- No use of dangerous and expensive chemicals such as caustic soda and bleach
- Simple process that requires minimal maintenance and operator attention
- Simple control system with no PLC's or pH meters requiring constant calibration
- All control panel components are "off the shelf" and can be locally obtained
- Non-proprietary, low cost nutrients that can be locally obtained
- Green technology with no harmful residuals
- Media that does not require replacement or disposal
- Proven technology
- Local, knowledgeable reps for on-site technical help when needed

Warranties:

Equipment: All equipment supplied by Heyward Florida Incorporated is warranted against defects in material and workmanship for a period of 36 months after date of start-up. In the event it is determined that a defect exists in such equipment, Heyward Florida Incorporated's sole obligation shall be to repair or replace the defective equipment. This is extended to the peripheral items such as blowers, pumps, and control panels.

Biological Media: Heyward Florida Incorporated warrants the media support system along with the synthetic media against defects in material and workmanship for a period of ten (10) years from equipment delivery. In the event it is determined that a defect exists in the media, Heyward Florida Incorporated's sole obligation shall be to provide replacement media.

Should you have any questions concerning our offering, or if we may be of any further service, please do not hesitate to contact us.

Kindest regards,

Gregory J. Chomic

Gregory J. Chomic
Winter Park Office

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210 704 543-0258	CONTACT NAME: Gema Rains PHONE (A/C, No, Ext): 704 543-0258 E-MAIL ADDRESS: gema.rains@usi.com FAX (A/C, No):																					
INSURED Heyward Florida Incorporated 415 Country Club Drive Winter Park, FL 32789	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Brierfield Insurance Company</td><td>10993</td></tr> <tr> <td>INSURER B :</td><td>FCCI Insurance Company</td><td>10178</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Brierfield Insurance Company	10993	INSURER B :	FCCI Insurance Company	10178	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPP10004299503	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA10004300303	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$0		UMB10004299803	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$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 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Wharton-Smith, Inc.
 750 Monroe Road
 Sanford, FL 32771

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

Paula B. Bulman

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Adam Bergdahl

From: Bob Bierhorst <bbierhorst@mts-florida.com>
Sent: Thursday, August 3, 2023 10:43 AM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Donna Rhodes; Chris West
Subject: Deland Wiley M. Nash WRF Upgrades - BioAir odor control system BID 8/3/2023
Attachments: BioAir - Deland Wiley Nash bid 8-2-2023.pdf

Adam

Please find attached our manufacturer's bid as requested.

If you have any questions, or need additional information, please do not hesitate to call.

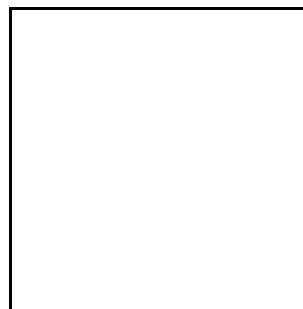
Thank you

Bob Bierhorst
MTS Environmental
813-760-5508 cell

From: Wharton-Smith, Inc. -Water Division-Estimating <Transmittals@isqftmail.com>
Sent: Wednesday, August 2, 2023 1:51 PM
To: Bierhorst Bob <bbierhorst@mts-florida.com>
Subject: A Message from Wharton-Smith, Inc. -Water Division-Estimating about Wiley M. Nash WRF Upgrades

A MESSAGE

From: Wharton-Smith, Inc. -Water Division-Estimating
Sent: Wednesday, August 2, 2023 1:50 PM ET
Email: dkreidler@whartonsmith.com
Phone: (407) 321-8410
Fax: (407) 330-1092



Bob Bierhorst from MTS Environmental.

Message:

Just a reminder bids are due tomorrow, August 3rd by 2:00 PM EST. As stated in Addendum 1, all bids shall be submitted electronically to Adam Bergdahl at abergdahl@whartonsmith.com. All bids must be submitted on the Bid Form provided within the bid manual to be considered responsive.

[Click here to view the project](#)

Access Number: 5QHY-HPKW

For help, visit <http://www.isqft.com/start/pages/contact-support/> or call us at (877) 4CC-TOOL (422-8665).

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Bid Date: August 3, 2023

Dwayne Kreidler, P.E.
Wharton-Smith, Inc.

Dear Mr. Kreidler,

With regard to the **Deland Treatment Plant Expansion and Upgrades** project, I am pleased to offer the following scope of supply for the Odor Control equipment on the project.

For the purposes of this bid, BioAir are offering a Value Engineering package with a smaller vessel and less Empty Bed Residence Time (EBRT) than specified. This is because the BioAir equipment has demonstrated superior performance at lower EBRTs than any other manufacturer in the industry. The result is that the entire installation is smaller and requires less infrastructure – concrete, footprint, etc and because the media is pre-installed by BioAir prior to shipping, the unit is easier to install and reduces the liability on Wharton-Smith.

The equipment offered herein is designed (and guaranteed) to meet the specified performance requirements at the same time as saving space at the treatment facility.

Because of the simplicity of operation, BioAir's EcoFilter is becoming the preferred biotrickling filter option for many utilities around the State of Florida.

BioAir is an ISO 9001 certified company with more than 550 installations. Partnering with BioAir will make submittal approvals, the installation phase and performance testing a breeze.

If you have any questions regarding installation requirements or details of the equipment included in this scope of supply, please give me a call at the number below or you can reach out to our manufacturer's representative:

Bob Bierhorst
MTS Environmental
(813) 760-5508
bbierhorst@mts-florida.com

I look forward to working with you on this project,

Sincerely,

Christopher A. West

BioAir Solutions, LLC.
National Sales Manager
Ph: (856) 495-5501

**City of Deland
Deland Treatment Plant
Expansion and Upgrades – 90% Design**



BioAir EcoFilter System

**BioAir Odor Control Scope of Supply
Q231A078
Bid Date: August 3, 2023**

CONFIDENTIALITY INFORMATION STATEMENT

THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ("**INCLUDED INFORMATION**") ARE THE SOLE AND EXCLUSIVE PROPERTY OF BIOAIR SOLUTIONS, L.L.C., ITS SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS ("**BIOAIR**"). THE **INCLUDED INFORMATION** IS CONFIDENTIAL AND PROPRIETARY TO **BIOAIR** AND IS PROVIDED IN CONFIDENCE SUBJECT TO THE CONTENT OF THIS STATEMENT.

THE RECIPIENT OF THIS DOCUMENT AGREES THAT IT WILL USE THE **INCLUDED INFORMATION** SOLELY FOR THE PURPOSE OF EVALUATING THE EQUIPMENT AND SERVICES SCOPE WITH THE VIEW TO PURCHASING THE EQUIPMENT FOR THE REFERENCED PROJECT ("**PERMITTED PURPOSE**"). IT FURTHER AGREES THAT IT WILL NOT, WITHOUT **BIOAIR'S** PRIOR WRITTEN CONSENT, DUPLICATE OR RECREATE **INCLUDED INFORMATION**, DISCLOSE OR TRANSFER **INCLUDED INFORMATION** TO ANY THIRD PARTY, OR USE THIS INFORMATION FOR ANY OTHER PURPOSE THAN THE **PERMITTED PURPOSE**.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER LANGUAGE CONTAINED IN THIS STATEMENT, THE RECIPIENT AGREES THAT ALL INTELLECTUAL PROPERTY RIGHTS ARE RESERVED TO **BIOAIR** AND THAT RECIPIENT WILL NOT (A) COMMERCIALY OR OTHERWISE EXPLOIT **INCLUDED INFORMATION**; (B) USE **INCLUDED INFORMATION** IN ANY MANNER DETRIMENTAL TO THE INTERESTS OF **BIOAIR**.

UPON WRITTEN REQUEST OF **BIOAIR**, RECIPIENT AGREES IT WILL CEASE USING **INCLUDED INFORMATION**, RETURN **INCLUDED INFORMATION** AND ALL RELATED NOTES AND ANALYSES AND COPIES THEREOF TO **BIOAIR** AND CERTIFY IN WRITING THAT RECIPIENT HAS COMPLIED WITH THE OBLIGATIONS SET FORTH IN THIS STATEMENT. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT AND/OR USE OF THIS DOCUMENT CONSTITUTES RECIPIENT'S AGREEMENT TO THE CONTENT OF THIS STATEMENT.

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1. Bid Form

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Odor Control Biotrickling Filter Equipment

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: BioAir Solutions, LLC

Contact Name: Bradley Smith

Title: Director of Operations

Address: 110 Kresson-Gibbsoro Road, Suite 303

Voohees, NJ 08043

Phone Number: (856) 258 - 6969 x 104

Fax: (856 - 258 - 6975

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☐ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated July 10, 2023

No. 2 Dated July 24, 2023

No. 3 Dated July 28, 2023

No. 4 Dated July 28, 2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Odor Control Equipment Package	1	LS	\$ <u>182,222.00</u>	\$ <u>182,222.00</u>
2.	Carbon Polisher (Option)	1	LS	\$ <u>Not Required Per</u>	\$ <u>Addendum 1</u>
3.	Startup Services	5	DAY	\$ <u>16,635.00</u>	\$ <u>16,635.00</u>
4.	Payment and Performance Bond	1	LS	\$ <u>Not Required Per</u>	\$ <u>Addendum 2</u>
5.	Indemnification	1	LS	\$ <u>Not Included</u>	\$ _____
				Total Base Bid:	\$ <u>198,857.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal – Odor Control Equipment Package	<u>4 - 8 Weeks from time of order</u>
2.	Delivery - Odor Control Equipment from Formal Approval	<u>18 - 26 Weeks from Release to Fabricate</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

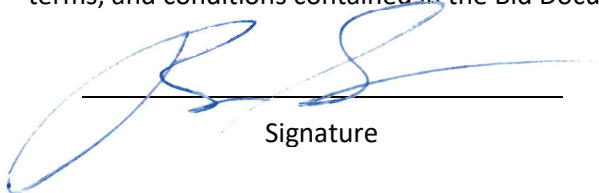
NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



SignatureBradley Smith / Director - Operations

Print Name / TitleAugust 2, 2023

Date

2. Equipment Included

1.1. Odor Control Biotrickling Filter Equipment

1.1.1. Biotrickling Filter

One (1) EcoFilter® reactor and integral mist eliminator is made from Fiberglass Reinforced Plastic (FRP) and constructed to comply with ASTM D3299 and C582. The system will arrive on site with the EcoBase® structured synthetic media pre-installed and complete with spray nozzle assemblies. The vessel consists of two (2) main pieces (base and top) that are delivered ready to be offloaded onto a suitable concrete pad, placed and bolted together.

1.1.2. Blower

One (1) Air Handling Blower:

The blower is manufactured by New York Blower, Hartzell, Verantis or Equal and is sized to provide the design air flow against a predetermined head, as determined by the Owner or engineer and confirmed by BioAir. An inlet and outlet flexible connector, and an outlet transition are provided with the blower.

1.1.3. Controls

One (1) Standard Electrical Control Panel:

The Electrical Control Panel (ECP) will be UL508 labeled and fabricated from 316SS or FRP. It will contain a VFD and an Allen-Bradley MicroLogix 1400 PLC to control the irrigation of the media and provide monitoring of standard control functions.

One (1) Water Control Panel:

The Water Control Panel (WCP) will be fabricated from 316SS or FRP and will contain equipment required for the irrigation control of the EcoFilter® system. The WCP will include – irrigation water flow meter, irrigation control valve, pressure control valve, strainer and shut-off valve.

One (1) 316SS panel stand is provided for mounting the ECP and WCP back-to-back.

1.1.4. Spares

Three (3) month supply of nutrient

One (1) Set – Blower bearings

One (1) Set – Blower belts

One (1) Set – Nutrient pump rebuild kit

1.1.5. Instrumentation

One (1) Differential Pressure Indicator across the biotrickling filter media bed

1.1.6. Carbon Polisher – Not Used

3. Documentation

Engineering Submittals

Submitted per Specifications, the Engineering Submittals will contain detailed information on the equipment being supplied with equipment lists, drawings and calculations.

Offloading, Installation & Startup Instructions

Provided prior to equipment shipment is the EcoFilter® Complete Offloading, Installation and Startup Manual. Instructions are detailed with graphic and photographic demonstrations for the plug and play assembly and installation.

Operation & Maintenance Manuals

An Operations and Maintenance Manual will be provided prior to startup of the equipment and will contain details of operation, monitoring recommendations and a troubleshooting guide, along with a listing of all components.

Structural drawings and Calculations

Structural drawings and Calculations shall be provided showing compliance with the specified requirements for Wind Loading, Snow Loading and Seismic Loading and shall be signed by a Professional Engineer registered in Florida.

4. Manufacturer's Services

Installation Assistance

The equipment is modular and shipped in as few components as possible with media pre-installed so the installation is 'plug-and-play' by nature. The BioAir Service department is available by phone to assist during the installation phase to ensure correctness/readiness for operation. Assistance or on-site supervision of installation is not included but may be purchased at BioAir's standard service rates.

Startup Assistance

The startup of the system is simple and takes between 2 and 6 weeks to allow sufficient time for the biological acclimation process to take place. One (1) trip with three (3) on-site days is included for equipment startup. During the startup trip, the BioAir service person will measure and confirm the airflow and hydrogen sulfide concentration into the reactor and certify the mechanical and electrical installation of the equipment. For the 2- to 6-week acclimation period, BioAir Service Personnel are available for consultation and assistance. Please allow two (2) weeks for scheduling of the startup visit.

The Biological acclimation process is enhanced by the use of a BioAir proprietary Startup system. The system components are provided by BioAir for the purpose of acclimation only and will be removed from the site once completed. Complete 'hook-up' instructions are included in the Offloading, Installation & Startup manual. The minor piping and re-piping prior to and post startup in to be completed per BioAir instructions by the installing contactor.

Training

After Startup is complete, and at the discretion of the Owner / Contractor, the BioAir service team will provide complete operation and maintenance training for the Owner's personnel. This training will include a training manual with excerpts of the Operation and Maintenance Manual with both classroom and hands-on, on-site sessions.



Performance Testing

After the system is started up and fully acclimated, BioAir Solutions will provide the necessary testing and monitoring equipment to confirm that the system is operating correctly and performing as specified. One (1) trip with two (2) on-site days is included for performance testing and operator training.

Quarterly Visits

For one (1) year after installation, a BioAir service team member will make quarterly visits to the site to ensure proper operation and performance of the system. A report will be issued to the owner after each site visit. One (1) trip with one (1) on-site day is included per visit.

5. Equipment Warranty

BioAir Solutions ("BioAir") warrants the synthetic media against defects in material and workmanship for ten (10) years from delivery of the equipment to the job site. In the event it is determined that a defect exists in the synthetic media, BioAir's sole obligation shall be to repair or replace the defective media at BioAir's cost and expense.

All equipment supplied by BioAir, other than the synthetic media is warranted by BioAir against defects in material and workmanship for thirty-six (36) months from successful completion of successful performance test or forty-two (42) months from equipment delivery to job site, whichever comes first. In the event it is determined that a defect exists in such equipment, BioAir's sole obligation shall be to repair or replace the defective equipment at BioAir's cost and expense.

BioAir will not be liable under any warranty if the defect was caused by misuse, abuse, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of BioAir.

6. Price

Total price for Equipment, Manufacturers Services, Documentation

And Warrantees listed above.....See Bid Form
(FOB Jobsite, freight prepaid)

Prices are valid for 120 days for equipment delivered within 18 months from the date of this proposal. For equipment delivery schedules outside of this window, please contact BioAir for a revised price. BioAir Solutions, LLC General Terms and Conditions of Sale, a copy of which is annexed hereto, is incorporated into this Scope of Supply by reference and made part thereof.

The Total Price does NOT include any sales, Use, Goods and Services Tax, or any other taxes, duties or permit fees ("Taxes") associated with the purchase of this Equipment. Purchaser shall be responsible for payment of all Taxes. Retainage is not allowed. No back-charges will be paid unless previously agreed to in writing. Payment terms are subject to receipt and approval of purchaser's credit application. Invoices not paid per the terms above will incur late fees of 1.5% per month.

Payment terms:

- 10% of the Price, Net 30 days after approval of submittals
- 80% of the Price, Net 30 days after delivery of the equipment to the job site*
- 10% of the Price, Net 30 days after successful completion of the Performance Testing but no later than 150 days from the date that the Equipment is delivered to the job site*

* Per odor control system supplied

7.Delivery Schedule

Engineering Submittals:	4 - 8 Weeks, after receipt of Purchase Order*
Equipment Delivery:	18-24 Weeks, after release to Manufacture*
Offloading / Installation Manual:	10 Weeks, after release to Manufacture
Operation / Maintenance Manual:	14 Weeks, after release to Manufacture

*Dependent on shop-loading at the time of PO.

8.Work NOT Included in Scope

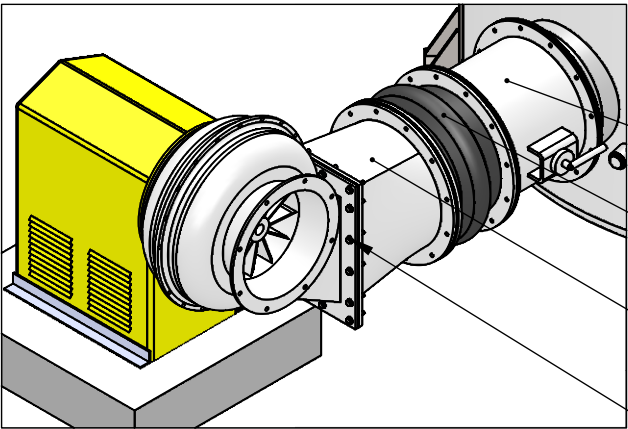
- Design and construction of concrete foundation
- System anchor bolts
- Receiving and offloading of equipment
- Placement and assembly of the system components
- Process tubing for instruments
- Supply or installation of interconnecting electrical equipment or labor, including power supply to control panel, power from control panel or VFDs to motors/field disconnects, and power/signals from control panel to field-mounted instruments.
- Connection or supply of biotrickling filter water piping including supply to water panel, interconnecting piping from water panel to irrigation nozzle connection, startup system piping, drain piping, or other field piping/valves.
- Provision and installation of insulation and heat tracing (if required) for all water / nutrient lines, or nutrient container
- Felt paper below vessel(s). (Vessel(s) to be set on minimum two (2) layers of Type II (No. 30) ASTM D226 Felt Paper.)
- Heat tracing and insulation of interconnecting duct work (if required)
- Blower inlet transition piece (to be provided by the supplier of the upstream ductwork)
- Balancing of odorous air
- Supply of ductwork, dampers and expansion joints upstream of the blower inlet flex connector
- All ductwork and piping supports
- Operation of the equipment
- Neutralization of the drain water (if required)
- Any Taxes as defined herein

9. Clarifications

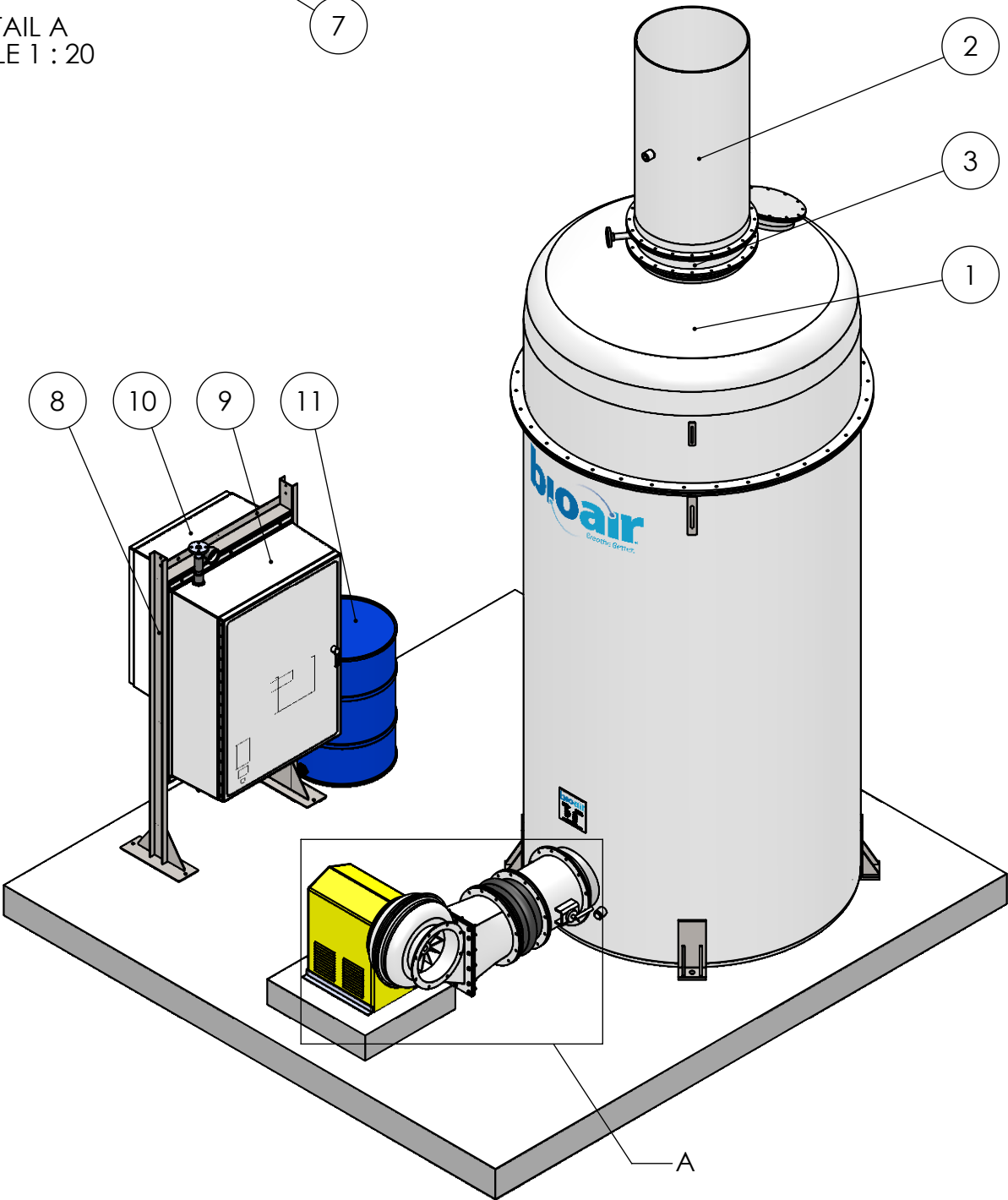
- System panels shall be mounted a minimum of three (3) feet from reactor and outside of an NEC Class 1 Division 2 designated area.
- The blower inlet flexible connector flanges will both be sized to meet the blower inlet flange size and bolt pattern.
- Due to continued scarcity of certain electrical components, it is possible that delivery of the Electrical Control Panel included in this Proposal may be delayed past the required delivery date. Please note that BioAir will take all reasonable measures to mitigate any impact on the project schedule to minimize delays, and we commit to notify you ahead of time should the project schedule be affected.
- Section 44 31 31, Paragraph 1.03. A states ***“The complete biological odor control system and all components shall carry a 3-year “Full Replacement Warranty”.....”*** The term “Full Replacement Warranty” is not defined, so to clarify, In the event it is determined that a defect exists in such equipment, BioAir’s sole obligation shall be to repair or replace the defective equipment at BioAir’s cost and expense as long as the defect was not caused by misuse, abuse, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of BioAir. If something other than the above is required, please advise and we will review.
- Section 44 31 31, Paragraph 2.01. B states ***“The water control system shall be capable of “Dual Mode” operation with the flexibility to operate in a constant liquid recirculation mode (uniform media pH) or intermittent freshwater mode (varying media pH) to allow for wider operational control for site specific odors.”*** The equipment offered herein will utilize a temporary recirculation for the acclimation of the biomass. The optional pump (Paragraph Part 1 – B ***“....recirculation pump (if needed)....”*** Will then be removed and the system will operate utilizing intermittent freshwater only.
- Section 44 31 31, Paragraph 2.02 A lists a minimum Empty Bed Residence Time (EBRT) of 20 seconds. The equipment offered herein does not require 20 seconds to meet the required removal of hydrogen sulfide. The specified system performance and removal of hydrogen sulfide is guaranteed and exception is taken to this EBRT requirement.
- Section 44 31 31, Paragraph 2.01.A. requires an engineered baffle. BioAir design doesn’t require a baffle therefore baffle is not provided herein.
- WCP location is not shown on the drawings or mentioned in the specification, one (1) 316SS panel stand is provided for mounting the ECP and WCP back-to-back outside of an NEC Class 1 Division 2 designated area.
- Drawing I130 Odor Control P&ID shows one (1) Nutrient Feed Control Panel. It is not clear what this panel is intended for. For the equipment offered herein, the BioAir Electrical Control Panel will provide the control for the nutrient feed system.
- Section 44 31 31 Exhaust Fan Design Requirement table listed motor HP of 10. The blower provided herein has a 3HP motor.
- Section 44 31 31 is based on HIBOCS system which required a skid. BioAir standard design does not contain a skid and therefore is not included herein.
- Section 44 31 31 paragraph 1.04. calls for at least 4 trips and 8 days onsite for installation, startup, and post startup inspection. Bid manual from addendum 2 calls for 5 days for start-up. BioAir has taken exception to the specification and provided the services as listed in Section 3 Manufacturer’s Services above.



10. GA Drawing



DETAIL A
SCALE 1 : 20



REV.	DATE	ECN#	REVISION RECORD	DR	CK
A	02/06/2014			MP	
B	03/02/2015		REVISED AS PER CURRENT STANDARD	JCP	
C	3/16/16		UPDATED DRAWING TO SHOW BLOWER	ALF	
D	11/21/2016		UPDATED LOAD DISTRIBUTION AREA	ALF	

ITEM	PART NO.	QTY.	DESCRIPTION	OPERATING WEIGHT (LB)
1	RA062100	1	ECOFILTER EF62 REACTOR ASSEMBLY WITH 4", ANSI 150 DRAIN	7100
2	ST244800	1	Ø24", PS15-69, H=48", OUTLET STACK, FRP	56
3	NA241000	1	Ø24", PS15-69, NOZZLE ASSEMBLY Ø1" ANSI 150, PP	13
4	DV141100	1	Ø14", PS15-69, CONTROL LEVER DAMPER, FRP	17
5	FC140000	1	Ø14", PS15-69, FLEX CONNECTOR SINGLE ARCH, EPDM	15
6	BT141200	1	Ø14", PS15-69 X RE12, BLOWER TRANSITION, FRP	12
7	BL012100	1	BLOWER, CCW, BH, FRP	175
8	PS342311	1	PANEL STAND, 316SS	112
9	WP101010	1	Ø1", ANSI 150, WATER PANEL, FRP	140
10	CD1000	1	ELECTRICAL CONTROL PANEL, FRP	130
11	NB550100	1	55GAL, NUTRIENT BARREL, HDPE	450

Content of this drawing (including but not limited to all confidential & copyrighted material, patented or patent pending designs) is proprietary and remains the property of BioAir Solutions, L.L.C. and subsidiaries. It is sent to you subject to return upon demand and for the sole purpose as expressed in writing in this transmittal. It is not to be copied, reproduced or used in any way, directly or indirectly, detrimental to the interests of BioAir Solutions, L.L.C.

MATERIAL SEE TABLE					
FINISH					
DRAWN BY MP	DATE 02/06/2014	ENG APPR.	DATE	QC APPR.	DATE
PART NAME GENERAL ARRANGEMENT ECOFILTER EF62					
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES ARE: ANGULAR: ±1° FRACTIONS: ±1/4 TWO PLACE DECIMAL: ±.060 THREE PLACE DECIMAL: ±.030		SIZE B	DWG. NO. EF62-GA		REV D
		SCALE: 1:35		SHEET 1 OF 2	

BioAir Solutions, LLC's General Terms and Conditions of Sale

1. **Definitions.** "Proposal" means the proposal to which these General Terms and Conditions of Sale are attached, any specifications thereto, and the terms and conditions contained herein. "Seller" means BioAir Solutions, LLC, its subsidiaries and affiliates. "Buyer" means the person, firm, or corporation identified as the purchaser or customer in the Proposal. "Equipment" means all machinery, parts, accessories and attachments described in the Proposal. Any replacements, additions, improvements, alterations, spare parts, attachments or repairs provided by Seller shall be subject to these General Terms and Conditions of Sale. The sale or furnishing of any replacements, additions, attachments, accessories or repairs to the Equipment which are made or delivered subsequent to the sale of the Equipment shall not cause or create any extension of the guarantees or warranties made herein with respect to the Equipment nor shall they change the effective date on which the Equipment is delivered by Buyer. For purposes of the warranty provision contained herein, the phrase "components of the Equipment which have been manufactured by Seller" shall include only those components manufactured by Seller.

2. **Price and Terms.** The purchase price of the Equipment shall be as set forth in the Proposal. The purchase price, inclusive of all optional prices in the Proposal, is firm for a period of 90 days from the Proposal date. In the event the equipment delivery is later than 270 days from the Proposal date, Seller has the right to increase the purchase price by up to 3.5% per year depending on raw material price escalation. The purchase price shall not include, taxes, freight and/or handling charges unless these items are specifically listed and priced in the Proposal. Buyer shall pay or reimburse Seller for any sales, use, excise or other tax now or hereafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. The purchase price is F.O.B. point of shipment unless otherwise stated in the Proposal. The purchase price shall be payable in United States currency on or before fourteen (14) days after the date of invoice unless otherwise specified in the proposal. Any invoices which are not paid within fourteen (14) days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until the date on which such invoice is paid.

3. **Delivery, Risk of Loss and Storage.** The delivery date set forth in the Proposal is the Seller's best estimate when the Equipment will be delivered to the carrier and shall not be deemed to represent a fixed or guaranteed delivery date. Delivery shall be deemed to have been made when Seller places the Equipment in the possession of a carrier selected by Buyer (or selected by Seller with Buyer's approval) at which time Buyer shall bear the risk of loss for the Equipment. If Buyer is not prepared to accept delivery of the Equipment upon notice that it is ready for shipment, Seller may store it in a warehouse at Buyer's expense and risk, in the name of the Buyer or Seller. Such delivery to a warehouse shall constitute shipment and delivery of the Equipment to Buyer and the balance owed shall become immediately due and payable.

4. **Insurance.** Buyer shall be required to obtain and maintain an insurance policy in an amount equal to the unpaid balance of the purchase price, to cover all risks of loss and damage to the Equipment, which policy shall name Seller as an insured to the extent that its interest may appear. Buyer shall deliver a certificate from the insurance company certifying that such insurance is in effect and shall not be cancelled or revoked without fifteen (15) days prior written notice to Seller until the purchase price of the Equipment is paid in full.

5. **Installation.** The purchase price does not include installation unless installation is expressly specified in the proposal. If installation is included, (i) the Buyer shall be responsible for preparing the site and all other equipment for the installation of the Equipment prior the Equipment's scheduled delivery date, and (ii) the Buyer shall pay Seller at the Seller's rates then in effect for any additional installation time caused by Buyer's failure to prepare the site or by any other delay at the installation site not within Seller's control.

6. **Security Agreement.** To secure payment of any obligation of Buyer to Seller (including, but not limited to, Seller's charges for service and parts), Buyer hereby grants Seller a security interest in the Equipment together with all parts, accessories, attachments, additions, accessions, substitutions, improvements and replacements thereto or thereof and all proceeds from insurance, sale or disposition.

7. **Default and Remedies.** The occurrence of any of the following shall constitute a default by Buyer: failure to make any payment when due; failure to comply with or perform any provision of the Proposal; false or misleading representations or warranties made or given by Buyer; assertion of any lien, levy or other judicial process against the Equipment or diminishment or impairment of Buyer's rights in or to the Equipment; voluntary or involuntary commencement of any proceeding under which Buyer is subjected to or seeks relief under any bankruptcy, insolvency or receivership proceeding; any act of Buyer which results in the substantial reduction in the value of the Equipment or imperils the prospect of full performance or satisfaction of Buyer's obligations hereunder; any modification to the Equipment without Seller's written consent; if Buyer sells, encumbers or otherwise disposes of the Equipment while title thereto remains in Seller; or if Buyer is in default of any other obligation to Seller or any company affiliated

with Seller. Upon any default by Buyer, and at the option of Seller, all sums payable under the Proposal and any other amount due Seller shall immediately become due and payable in full without notice or demand to Buyer and Seller shall have all the rights, remedies and privileges as are accorded to Seller by law including, without limitation, those pertaining to repossession, retention and sale of the Equipment and disposition of the proceeds. In addition, Seller may also enter, with or without legal process, into or upon the premises where the Equipment or any part thereof may be located and take possession of the Equipment, or render it unusable, or dispose of the Equipment (in such event Buyer agrees not to resist or interfere with Seller's actions); or require Buyer to make the Equipment available to Seller at a place reasonably designated by Seller to enable Seller to dispose of the Equipment. If Seller exercises its option to retake the Equipment, it may resell the Equipment at public or private sale. The proceeds of sale shall be applied as follows: first to reimburse Seller for the fees, costs and expenses incurred, including reasonable counsel fees; next to pay Seller the unpaid balance of the purchase price or any other amount due Seller; and the surplus, if any, shall be paid to Buyer. Buyer shall remain liable to Seller for any deficiency. Seller shall be entitled to recover reasonable attorneys' fees and all other fees, costs and expenses incurred by Seller if Buyer defaults or Seller is successful in defending a claim asserted by Buyer. If, in the judgment of Seller, Buyer's financial condition has changed, Seller shall have the right to cancel the Proposal unless Buyer provides such additional security as Seller may require or makes full payment of the balance of the price. Such cancellation shall be without prejudice to Seller's claim for damages.

8. **Warranty.** **THE WARRANTIES PROVIDED FOR IN THIS PROVISION AND THE OBLIGATIONS AND LIABILITIES OF SELLER SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER REMEDIES AND LIABILITIES.** The Buyer acknowledges and agrees that no other representations or warranties were made to or relied upon by Buyer.

A. **Warranty For Components of Equipment Manufactured by Seller.** Seller warrants that the components of the Equipment which have been manufactured by Seller shall, under normal use, be free of defects in material and workmanship for a period of one (1) year from the date the Equipment is delivered to Buyer or installed by Seller, if applicable, provided that, (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the components, and (ii) the claim of defect with respect to the components is submitted to Seller in writing within the one (1) year warranty period and no later than ten (10) days after the discovery of the claimed defect. If Buyer claims, within the warranty period, that a defect exists, Seller reserves the right to demonstrate that there is no defect. If a defect exists, Seller's sole responsibility shall be to repair or replace any defect or, at its option, Seller may rescind the Proposal and, in such event, Seller's only obligation shall be to refund amounts previously paid by Buyer without interest.

B. **Disclaimer For Parts or Units Not Manufactured by Seller.** Seller shall not be liable to Buyer for any breach of warranty or breach of contract on account of any defect in the Equipment or failure of the Equipment to operate properly where the cause thereof is attributable to a defect in the work, labor, services or materials employed in parts or integral units of the Equipment which are not manufactured by Seller. Component parts or integral units of the Equipment not manufactured by Seller are sold only under such warranty as the manufacturer of such parts or units may give to Buyer. Seller shall assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request), the repair or replacement of any component parts or integral units of the Equipment that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole responsibility of Seller with respect to component parts or integral units of the Equipment not manufactured by Seller.

C. **Warranty Limitations.** Seller shall not be liable under any warranty if Seller determines that the defect was caused by misuse, abuse, improper application, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of Seller. The remedies set forth herein shall be Buyer's sole and exclusive remedies for any breach of warranty. If any samples, technical literature, illustrations, catalogues or other documents have been shown to Buyer, they shall not give rise to any express or implied warranty except to the extent that such warranties are specifically set forth in writing in the Proposal.

9. **Limitation of Liability, Safety and Indemnification.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, OR DOWNTIME COSTS. Buyer assumes all risks and liabilities for any loss, damage or

injury to persons, property, or the environment arising out of, connected with or resulting from the use or subsequent sale of the Equipment, either alone or in combination with other products. Buyer expressly agrees that the remedies granted to it hereunder are Buyer's sole and exclusive remedies with respect to any claim of Buyer arising under the Proposal. During the life of the Equipment, Buyer agrees to provide to all Equipment users (including its own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, safety features of the Equipment and to adequately train all users in the safe use and maintenance of the Equipment. Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent that they relate to or have been caused by Buyer's failure to comply with the provisions of the Proposal or Buyer's negligence.

10. Patents. If any claim is asserted or action commenced against Buyer based upon a claim that the Equipment or any part thereof manufactured or sold by Seller constitutes an infringement of any U.S. Letters Patent or Trademark, Buyer shall give immediate notice thereof to Seller. Seller shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. However, Buyer shall render all reasonable assistance required by Seller in the defense of the claim or action. Subject to the conditions and limitations set forth below, Seller shall pay such portion of the damages awarded against Buyer in such action as are allocable to the infringing Equipment or parts manufactured or sold by Seller, to the exclusion of any damages awarded for the use of such Equipment or part. In no event shall Seller's liability to Buyer exceed the purchase price of the infringing Equipment or part. If the Equipment or any part thereof manufactured or sold by Seller is held to be an infringement in such action, and the use thereof is enjoined or if, as a result of a claim or settlement, Seller deems the continued use thereof inadvisable, Seller may, at its sole option and expense, (a) procure for Buyer the right to continue using said Equipment or parts, (b) replace said Equipment or parts with non-infringing equipment or parts, (c) modify said Equipment or parts so that they are no longer infringing, or (d) refund the purchase price of the Equipment or parts less reasonable depreciation and remove the Equipment or parts from Buyer's place of business. The obligation of Seller set forth in this Section shall be null and void and Seller shall have no liability whatever to Buyer on account of any judgment, award or damages suffered by Buyer arising out of such claim or action, if (a) Buyer does not give immediate notice to Seller of such claim or action, (b) Buyer does not render all assistance reasonably required by Seller in the defense of such action or claim, (c) Buyer interferes with Seller's defense thereof, (d) the Equipment or any part thereof has been changed or altered, has been combined with equipment or parts not manufactured by Seller, or has not been used in accordance with Seller's specifications, or (e) the Equipment, or any part thereof, was manufactured by Seller in accordance with Buyer's designs, blueprints, samples, or specifications, in which case Buyer shall defend, indemnify and hold harmless Seller from any and all expenses (including reasonable counsel fees), injuries or loss arising out of any claims or actions related to the manufacture, use or sale thereof. THE FOREGOING SETS FORTH THE SELLER'S ENTIRE LIABILITY FOR PATENT OR TRADEMARK INFRINGEMENT INVOLVING THE EQUIPMENT OR ANY PART THEREOF. Nothing in the Proposal shall be deemed to grant any license or right to Buyer, express or implied, under any patents or patent application, design patent or trademark owned or controlled by Seller.

11. Specifications/Documents. The specifications and all other documents supplied pursuant to and in connection with the Proposal are the property of Seller and are being made available to Buyer on a non-exclusive basis as long as Buyer owns the Equipment. The specifications and documents shall not be used by Buyer in any manner for manufacture or for the purchase or other acquisition of similar equipment from any competitor of Seller nor will Buyer display, exhibit, or otherwise make available such specifications and documents to any competitor of Seller.

12. Confidentiality. Buyer acknowledges that Buyer, its employees, agents, and contractors may receive certain proprietary and confidential business or other information of Seller in connection with Buyer's purchase, installation or use of the Equipment. Buyer shall not disclose such information to any other party in any manner whatsoever, or use such information for any purpose other than in connection with Buyer's purchase, installation or use of the Equipment, without the prior written consent of Seller. Buyer shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less than the precautions taken to protect its own proprietary and confidential information.

13. Performance and Payment Bond. Notwithstanding any provisions in the Proposal, contract, the bond or any other document or representation to the contrary, the surety's liability hereunder shall be limited to those provisions of the contract relating to performance of construction and the liability of the surety shall not extend to claims of any kind or nature which in any way relate to any alleged design and/or engineering defect, inadequacy, or deficiency or any damages arising from any alleged design and, or engineering defects, inadequacy or deficiencies. Furthermore surety's liability hereunder shall be limited to the warranty against defective materials and workmanship as defined in the Contract, not to exceed one (1) year from Substantial Completion.

Surety's liability shall not extend to any claims resulting from any special, or extended warranties.

14. Adjudication of Disputes and Governing Law. The parties agree that any controversy or claim between them shall be governed by and construed in accordance with the laws of the State of New Jersey and, unless an alternative jurisdiction is selected by Seller, shall be adjudicated exclusively in the State Courts of New Jersey. Buyer consents to the exclusive jurisdiction of the state courts of New Jersey. Service of process by certified or registered mail, return receipt requested, shall be sufficient to commence suit and Buyer waives any right to personal service of process. THE PARTIES AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY. Provided, however, if Seller so directs, the controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in a location in New Jersey selected by Seller. Nothing contained herein shall prevent a party from applying to a court having jurisdiction for emergent equitable relief. In the event Seller prevails, Seller shall be entitled to recover reasonable counsel fees and costs.

15. Miscellaneous. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. Section headings are for convenience only and shall not be used to interpret or change the provisions of the Proposal. The Proposal shall be construed in accordance with its plain meaning and not against either party as the drafting party. The Proposal expressly limits acceptance to the terms and conditions in the Proposal and supercedes all other terms and conditions contained in any purchase order, sales order, proposal, acknowledgement or other document submitted by Buyer prior to, concurrently with, or pursuant to the Proposal. Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted by Seller in writing. The Proposal constitutes the complete and final agreement of the parties hereto and supercedes all prior or contemporaneous agreements, discussions and/or representations not expressly stated in the Proposal. No alterations, modifications, deletions, additions or changes in or to the Proposal, whether by Buyer's purchase order or otherwise, shall be binding unless embodied in writing signed by both parties. Buyer shall not assign the Proposal without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any term or condition of the Proposal shall not be construed as a waiver of any subsequent breach of any term or condition. Buyer shall not assert against any assignee of Seller of the Proposal any claim or defense that it may have against Seller. The invalidity or unenforceability of any provision of the Proposal shall not affect the other provisions hereof, and the Proposal shall be construed in all respects as if the invalid or unenforceable provision had been omitted. Seller shall not be liable for any costs, expenses or damages or be deemed to be in default of the Proposal as a result of any delay in performance including, but not limited to, a delay caused by any act of God, labor problem, war, fires, floods, accidents, act of a governmental entity, accident (whether valid or invalid), unavailability or delay in obtaining labor, parts, transportation or equipment or any cause beyond Seller's control. If there is any conflict between the printed Terms and Conditions and the typed portion of the Proposal, the typed portion shall control. Notices and consents required by the Proposal shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier with a copy, if possible, sent by facsimile. The Proposal shall, when signed by Buyer or otherwise adopted by Buyer, constitute Buyer's offer to buy the Equipment. The Proposal shall not constitute a binding agreement until accepted by an authorized officer of Seller at Seller's New Jersey office. Without limiting the generality of the foregoing, acceptance of a deposit or other payment from the Buyer shall not constitute acceptance by the Seller.

16. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage, accident, pandemics, war or civil disturbance or any other cause beyond such party's reasonable control. Seller will be allowed to terminate the contract in the event a Force Majeure event lasts longer than six (6) months. The time for equipment delivery specified herein shall be extended during the continuance of such conditions.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 24 - Centerflow Band Screen Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Hydro-Dyne/TSC Jacobs								
		Joe Sacco								
		904-524-9576								
Base Bid Before Alternates		\$	1,005,350.00							
Centerflow Band Screens Package	Y	\$	1,005,250.00		\$	-	\$	-		
Washers Compactors Package	Y		INC		\$	-	\$	-		
Sluice Package	Y		INC		\$	-	\$	-		
Electrical/Controls Package	Y		INC		\$	-	\$	-		
Indemnification	Y	\$	100.00		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
Alternates/Adjustments		\$	59,850.00							
Start-Up, Freight, & Services	Y	\$	59,850.00		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
		\$	-		\$	-	\$	-		
Bid Document Requirements										
Bid Form			Y							
Clarifications / Exceptions			Y							
Acknowledged Addenda			Y							
SRF Davis Bacon			Y							
SRF AIS & BABA			Y							
Additional Notes										
		Taxes not included								
SUBTOTAL:		\$	1,005,350.00		\$	-	\$	-		
Bond Adjustment (If not Included):	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	
Scope Adjustment:		\$	59,850							
Total Adjusted Scope:		\$	1,065,200.00		\$	-	\$	-	\$	-
		\$	1,065,200.00	NO BID		NO BID		NO BID		

Recommend award to:

Hydro-Dyne (TSC Jacobs)

Adam Bergdahl

From: Joe Sacco <Joe@tscjacobs.com>
Sent: Thursday, August 3, 2023 5:43 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Matthew Peterson; Michael Alexakis
Subject: RE: TSC-Jacobs North Deland bid manuals

Hey Adam,

Please see the below breakout:

Band Screen bid:

Total taxable amount - \$1,005,250

Nontaxable startup, freight, and service - \$59,850

Total base bid amount for Band Screen - **\$1,065,100**

Give me a call tomorrow and I can send you revised bid form to reflect the above if needed.

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

From: Adam Bergdahl <abergdahl@whartonsmith.com>

Sent: Thursday, August 3, 2023 4:14 PM

To: Joe Sacco <Joe@tscjacobs.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: RE: TSC-Jacobs North Deland bid manuals

Joe,

Bids received. We will have additional questions, but:

1. Band Screens

- a. The bid form doesn't add. Item #1 reflects a cost of \$1,065,000, and the base bid reflects \$1,065,100. Is the value is \$1,875,100 based on the addition of 1-5?

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 | Cell: (407) 402-5472

From: Joe Sacco <Joe@tscjacobs.com>

Sent: Thursday, August 3, 2023 1:02 PM

To: Adam Bergdahl <abergdahl@whartonsmith.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: TSC-Jacobs North Deland bid manuals

Hello Adam,

Please see the attached completed bid manuals for:

- **Band Screens package – Hydro-Dyne Engineering**

Please note that the only bid manual that includes taxes is CROM. All pricing is good for 120 days.

Please let me know if you have any questions,

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

City of DeLand

DeLand Campus – Wiley M. Nash

Water Reclamation Facility Upgrades



Centerflow Band Screen Package

Bid Manual

Prepared by Wharton-Smith (Construction Manager at Risk (CMAR))

Issued: 7/24/2023



Wharton-Smith Contact:

Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
dkreidler@whartonsmith.com

Engineer: Mead & Hunt, Inc.

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as the Centerflow Band Screen Package, detailed herein, for the DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades. All work shall be complete and in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence.

The Scope of Work shall specifically include, but is not limited to, the following specifications:

DIVISION 0 - CONTRACTING As applicable to this scope of work.

DIVISION 1 – GENERAL REQUIREMENTS As applicable to this scope of work.

DIVISION 26 - ELECTRICAL As applicable to this scope of work.

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

46 21 43 Band Screens & Compactors

The Supplier shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:
DeLand Campus – Wiley M. Nash Water Reclamation Facility
Attention: Wharton-Smith, Inc.
1101 S. Amelia Avenue
DeLand, FL 32724

Note: Where the word “Supplier” is used, the reference is to **the Bidder** unless specifically stated otherwise. Where the words “Contractor or CMAR” are used, the reference is to Wharton-Smith, Inc. unless specifically stated otherwise.

6.1 WORK OVERVIEW

- 6.1.1 Furnish and install all labor, equipment, material and subcontracted services in order to complete the **Centerflow Band Screens** package as detailed in the contract drawings in accordance with the contract specifications.
- A. Two (2) centerflow band screen units including all accessories and appurtenances required for a complete and operational system per Specification Section 46 21 43.
 - B. Two (2) washer compactors, consisting of an inlet hopper, trough with flush spray system, washing/compacting screw, discharge tube, drive system, controls, and all accessories and appurtenances required for a complete and operational system per Specification Section 46 21 43.

- C. The band screen system shall include control panels for the screen system operation and control. The panels shall be completely prewired, preprogrammed, and factory tested for proper operation prior to shipment. The Supplier shall provide a complete, fully functional control system for the operation of the screen and washer/compactor systems.
- D. This includes two (2) main control panels and four (4) local control stations as described in the Contract Documents.
 - i) Provide local control stations for the band screen and washer-compactor as detailed in the contract documents.
- E. Provide all field instrumentation and valves required to operate the system. All field instrumentation is included regardless of if the instruments are mounted on the equipment or elsewhere. This includes, but is not limited to, float switches, ultrasonic sensors, and all solenoid valves on the spray line.
- F. Individual equipment shall be delivered to the site fully assembled to the best extent possible.
 - i) The units shall be capable of being set in place and field erected with minimal field assembly.
- G. This is a turnkey system. The intent is to have the Supplier supply a complete package inclusive of all items as shown in the contract documents. An attempt has been made to itemize all items but that does not alleviate the Supplier from furnishing and commissioning a complete system as shown and specified in contract documents. Supplier is to coordinate with the installing contractor, the electrical Subcontractor, and the process integration & controls Subcontractor.
- H. Supplier is responsible for providing all of the necessary control hardware, software, and components as required for a fully functional and operational installation.
- I. Supplier is responsible to coordinate with the Owner/Project Integrator as necessary with regards to monitoring, controls, and network communication. This includes but is not limited to programming of IP addresses or configuring communications between SCADA and the OEM panel(s).
- J. Supplier to include all costs to accommodate witnessed commission and functional testing for the packaged control system, center flow screens, screenings washer compactors, commissioning for Instrumentation and Controls and any required performance testing.
- K. Provide all 316SST anchors bolts, hardware, and fasteners as required.

BID ALTERNATIVES

- 6.2.1 Provide breakout pricing for any and all bid alternatives as required on the package Bid Form.

6.3 GENERAL REQUIREMENTS

- 6.3.1 The Supplier shall thoroughly review the City of DeLand Standards. When the Standards differ from the Specifications the more stringent will govern. When the Standards lists approved manufacturers, the Supplier shall provide materials and/or equipment from manufacturers listed in the Standards. If the Standards and Specifications both provide a list of manufacturers, supply the material and/or equipment from a manufacturer listed in both documents.

- 6.3.2 The scope and price of this purchase order agreement is based on the Contract Documents and clarifications made herein. Any exclusions and clarifications made at or before bid time are addressed herein or are no longer applicable to this purchase order agreement.
- 6.3.3 The Supplier shall be bound to the Contractor to the same extent the Contractor is bound to the Owner by the terms of the Contract Documents.
- 6.3.4 The Supplier shall provide a dedicated project manager for the project. This project manager shall remain actively involved in the project for the entire duration of the project. The project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.3.5 Provide all management necessary to adequately support field activities and maintain project schedule.
- 6.3.6 The Supplier will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.3.7 This is a lump sum agreement, including freight and all applicable taxes. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the Signed Agreement for review and approval by the Contractor Project Manager. No billing will be accepted without a mutually agreed upon Schedule of Values.
- 6.3.8 No escalation is permitted. Pricing shall remain firm through project duration.
- 6.3.9 All material supplied shall be coordinated with the Contract Documents. The Supplier is responsible for reviewing and assuring that the product is correct for the application and installation.
- 6.3.10 All components shall comply with all stated AWWA, AISI, ACI, SAE, CDA, and ASTM standards listed in the Contract Documents.
- 6.3.11 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.3.12 Scope of Work shall follow all Federal, State and Local Codes.
- 6.3.13 All equipment will be labeled and tagged in accordance with the Contract Documents.
- 6.3.14 For where Drawing sheets are called out for work, the work is not limited to those Drawings. All associated work that may be shown on other drawings and indicated in the applicable Specifications is included in this scope of work.

6.4 PROJECT SCHEDULE

- 6.4.1 The Supplier shall provide a detailed schedule for the Scope of Work being performed. The Supplier shall coordinate with the Contractor to ensure the detailed schedule conforms to the overall Project Schedule. The Supplier shall update this Scope of Work Schedule each month and provide a written update to the Contractor.
- 6.4.2 Lead times for equipment will be determined by the lead time provided on the bid form and from written release by Contractor. Equipment shall not be released until equipment manufacturer has received approved submittal and release has been given by GC.
- 6.4.3 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.

- 6.4.4 The Supplier will be responsible for all Contractor extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.
- 6.4.5 The Supplier shall account for not working on holidays and still plan for the Scope of Work to be completed per the overall Project Schedule. Holidays shall include those observed by the Owner, the Contractor, and the Supplier. The Contractor observes the following holidays:
 - A. New Year's Day
 - B. Memorial Day
 - C. Independence Day
 - D. Labor Day
 - E. Thanksgiving Day
 - F. Day after Thanksgiving
 - G. Christmas Day

6.5 SUBMITTAL REQUIREMENTS

- 6.5.1 The Supplier shall provide submittal documentation as required within the Contract Documents within the lead time provided on the bid form. Upon execution of this Agreement the Supplier shall provide a list of anticipated submittals for the Scope of Work. The Supplier shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.5.2 All submittals shall be provided per the requirements of Specification Section 01 33 23.
- 6.5.3 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.5.4 All submittals shall have an annotated specification.
- 6.5.5 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Supplier's contact information
 - E. Manufacturer's contact information
- 6.5.6 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
 - A. Complete model number
 - B. The tag number of each per the Contract Documents (if applicable)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)

- 6.5.7 It is the Supplier's sole responsibility to ensure submittals are complete and accurate for the complete scope of this agreement. Coordination of submittal information from others working under the Supplier is the sole responsibility of the Supplier. Supplier shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.5.8 Revised submittals shall include a comment response document, this document shall respond to every comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser. Resubmittals are due to the Contractor within 2-4 weeks from the returned submittal
- 6.5.9 Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.5.10 The Supplier may be responsible for any costs incurred by the Contractor due to excessive submittal revisions.
- 6.5.11 The Supplier shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.5.12 AIS Submittal Requirements - All material provided as part of this bid shall be in compliance with all American Iron and Steel (AIS) requirements. Job specific certification of compliance is required for all applicable items furnished. It is the Subcontractor's/Supplier's responsibility to submit certification letters that reference the SRF number and all pertinent project information with the material submittals.

6.6 MATERIAL RECEIVING, INVENTORY, STORAGE, AND MAINTENANCE

- 6.6.1 Delivery, Storage, and Handling – All equipment and material shall be crated, marked, and must be accompanied by an itemized delivery ticket.
- 6.6.2 All deliveries shall be made between 7am-3pm M-F; all deliveries shall be escorted onto the site by Wharton-Smith, Inc. A 72-hour notice to Wharton Smith's Superintendent will be required prior to any deliveries.
- 6.6.3 All materials must be submitted upon and approved prior to being sent to the jobsite, all non-approved items may be rejected and returned at the Supplier's cost.
- 6.6.4 Supplier shall coordinate all deliveries with the Construction Manager with a minimum of forty-eight (48) hour notice. Supplier shall only schedule deliveries within normal work hours, unless otherwise agreed upon in writing.

6.7 INSTALLATION, OPERATION, AND MAINTAINENCE MANUALS

- 6.7.1 One (1) electronic preliminary, four (4) final hard copies, and one (1) final electronic copy on a USB Flash Drive properly labeled.
- 6.7.2 O&M manuals (preliminary) are due no later than thirty (30) days after approved submittals.
- 6.7.3 All manuals shall be provided as specified within the Contract Documents. If additional information is required for formatting of the manuals, the Supplier's is responsible to submit a request in writing to verify the formatting of the manual in order to prevent excessive submittal revisions.

- 6.7.4 Any changes made to equipment due to punch list, operational conditions, problems, adjustments, or warranty issues will require updated As-Built drawings which will need to be incorporated into final O&M Manuals by Supplier.
- 6.7.5 The Supplier may be responsible for any costs incurred by the Contractor due to excessive manuals revisions.

6.8 START-UP, MANUFACTURER SERVICES, AND TRAINING

- 6.8.1 Supplier shall be responsible to ensure all manufacturer's services are performed as required by the Contract Documents. Services may include, but are not limited to offsite testing, site inspections, installation instruction and supervision, inspection of final installation, start-up and check-out, field testing, and training. The Supplier shall be responsible for all costs resulting from cancelling, rescheduling, repeating manufacturer services.
- A. On-site start-up days will be funded per each on the amount of days spent on site for inspections, start-up, and commissioning activities. Days will not be charged for troubleshooting issues with the equipment.
- 6.8.2 If the Contract Documents detail the minimum number of days or trips required by the manufacturer, the Supplier shall be responsible to determine quantity detailed is adequate and include any costs for additional trips or days as the Supplier deems necessary for completion of the Scope of Work.
- 6.8.3 The Supplier shall review the requirements of Specification Section 01 75 16 and provide all services and efforts required to complete the check-out, start-up, testing, and initial operational of the equipment and process systems. This also includes planning, coordination, onsite support, and troubleshooting.
- 6.8.4 At least two months prior to training the Supplier will provide a submittal for the required training. At a minimum the submittal shall include the following:
- A. A cover page as defined in the submittal section of this Attachment.
- B. A detailed syllabus of the training course(s), including approximate training times for each section as listed under the syllabus.
- C. All course material to be provided during the training.

6.9 SPARE PARTS

- 6.9.1 Supplier shall supply all spare parts as required in the Contracts Documents. All spare parts will be packaged and properly labeled as described in the Contract Documents.
- 6.9.2 All spare parts to be provided shall be clearly detailed within the submittal documents, including but not limited to; quantity, description, part number, and manufacturer.
- 6.9.3 Supplier shall maintain ownership of all spare parts until the Owner is ready to accept turnover of the spare parts. Spare parts are not to be provided until formally released by the CMAR. CMAR will not accept delivery of spare parts that are not explicitly released
- Spare parts shall be delivered with mechanical equipment

6.10 INSURANCE

- 6.10.1 Supplier shall provide the minimum insurance limits required to meet the requirements in this purchase order and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.10.2 The Supplier shall maintain a worker's compensation insurance policy for the complete scope of services. The Supplier shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.

6.11 TEAM PLAYER

- 6.11.1 Contractor will be utilizing a software called Team Player in order to process monthly pay applications. The fee for this service is \$10.00 per Pay Application, regardless on the number of revisions in a given month. Please review the Team Player Welcome Letter that has been included in the Bidding Documents which contains embedded links for training documentation and videos. This will be a requirement for all Suppliers on this and future Contractor Projects.

6.12 WARRANTY

Bid Documents note a 1 year warranty for the screen system.
One year warranty provided under this scope.

- 6.12.1 Supplier shall warranty Scope of Work as required by the Contract Documents. At a minimum, all work shall be warranted for a period of two (2) years from date of final acceptance by the owner or the manufacturer's standard warranty period, whichever is greater.
- 6.12.2 Warranty shall cover all necessary labor, equipment, and replacement parts necessary resulting from faulty design, assembly, workmanship, or any other failure of equipment and components furnished by the manufacturer. No labor included within HDE warranty. Warranty per bid specification 46 21 43 provided under this scope.
- 6.12.3 All warranties shall commence on the date of Owner acceptance without exception. Supplier shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

No construction schedule provided to anticipate substantial completion

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Centerflow Band Screens Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydro-Dyne Engineering

Contact Name: Scott Griffith Title: Regional Sales Manager

Address: 4750 118th Ave N
Clearwater, FL 33762

Phone Number: 404-964-3297 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

☒ Bid Form	☐ Value Engineering Proposal
☐ Sanctions and Litigation	☐ List of Subcontractors
☐ Licenses (As Applicable)	☐ Certificate of Insurance
☐ Proof of Bonding Capability	☒ Clarifications (if Applicable)
☐ Meets SRF Program Requirements	☐ MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23

No. 2 Dated 7/24/23 No. 4 Dated 7/8/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Centerflow Band Screens Package	2	EA	\$ 532,500	\$ 1,065,000.00
2.	Washer Compactors Package	2	EA	\$ 148,000.00	\$ 297,000.00
3.	Sluice / Booster Pump Package	1	LS	\$ 118,000.00	\$ 118,000.00
4.	Electrical/Controls Package	1	LS	\$ 395,000.00	\$ 395,000.00
5.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Note: Price is good for 120 days, taxes not included				Total Base Bid:	\$ 1,065,100.00

One Million sixty five thousand one hundred dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.		1	LS	

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Band Screen Submittal Package Complete	8-10 weeks
2.	Band Screen Equipment Delivery from Formal Release	36-42 weeks*

*This lead time is preliminary based on the information available - this is subject to change once the order is received.

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

YES

NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES☐ NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature_____
Joe Sacco - Director of Sales_____
Print Name / Title_____
8/2/2023_____
Date

Represented Locally By:

TSC-Jacobs

Attn: Joe Sacco

Number: (904) 524-9576

August 3rd, 2023

Ref: Deland, FL
Specification: 46 21 43
Addendum: One; Two; Three; Four

Hydro-Dyne Engineering Scope of Work 4509-5

Hydro-Dyne Engineering is pleased to offer this Scope of Work for the equipment detailed below in accordance to the specification(s) and addendum(s) stated above, and the attached Hydro-Dyne Engineering Terms and Conditions. Where clarifications to the specifications are necessary, they will be listed below.

Hydro-Dyne Specification Section	Description	Quantity
2.2	Center Flow Screen	2 EA
2.3	Washing Compactor with Enhanced Washing and Dewatering	2 EA
2.4	Spare Parts	1 LOT
2.5	Accessories	1 LOT
2.6	Electrical Controls and Ancillary Components	1 LOT

FREIGHT

F.O.B shipment point with freight costs included.

NOT INCLUDED

This scope of work is limited to the specification section(s) and addendum(s) referenced above. Any other documents are not included. Concrete work, installation, plumbing, wiring connections, valves, strainers, level sensor mounts, liquidated damages, engineering certifications or seals, seismic/wind calculations and related PE stamps, and anything else not specifically detailed as included by the manufacturer in the specification above will be construed as NOT INCLUDED, whether or not inclusion is specifically acknowledged.

COMPLIANCE WITH BIPARTISAN INFRASTRUCTURE LAW (BIL Public Law 117-58) and BUILD AMERICA, BUY AMERICA ACT (BABA)

Equipment supplied in this Scope of Work will comply with the Bipartisan Infrastructure Law's (BIL) Build America, Buy America (BABA) requirements for manufactured products. As defined in the Law, this means:

- (i) the manufactured product was manufactured in the United States, and
- (ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

VALIDITY

Price quoted is firm provided:

1. Written acceptance is received at the factory within ninety (90) calendar days of the date of this offering.
2. Purchaser agrees to accept shipment 36 to 42 weeks from date of receipt of approved drawings and authorization to proceed with manufacture. Purchaser is allowed not more than 45 calendar days for review and return of submittals for approval.
3. Shipments delayed by the purchaser or his agents will be escalated at a rate of 1-1/2% per calendar month, compounded, of the value of the unshipped portion.

TAXES

Applicable sales or use taxes, fees, permits, and licenses are not included.

COMMISSIONING SERVICE & CUSTOMER TRAINING

- This service will not exceed two (2) trips and three (3) eight-hour working days.
- Each additional trip will be figured at \$2,000 and each additional day onsite will be figured at \$1,200. It is agreed and understood that all necessary utilities such as water, electric, air, etc. be connected and functional prior to the arrival of our servicemen.
- A complete job of checking, adjusting, etc. of the equipment and installation cannot be accomplished unless the plant is ready to operate at the time this service is to be performed.
- Our servicemen are non-union technicians and any extra cost for other assisting personnel as required by local union regulations is not included in this proposal.
- Advance notification of at least fifteen (15) working days prior to the date start-up service is required.

WARRANTY

The equipment and all appurtenances including, but not limited to: frame, supports, covers, and mechanisms manufactured by Hydro-Dyne Engineering are warranted for a period of 12 months against defects in materials and workmanship, starting upon beneficial use or 90 days after delivery, whichever occurs first. The Warranty covers repair or replacement of the defective components, but does not include labor to remove and install equipment or parts, or shipping and freight charges to and from the purchaser's job site. The Warranty shall also not apply to any parts, equipment, accessories or components that were either manufactured or were designed by any person or entity other than Hydro-Dyne Engineering itself.

PAYMENT TERMS AS QUOTED

25% upon receipt of approved shop drawings due before release for manufacture

25% upon completion for testing due before shipment

45% due 30 calendar days upon delivery

5% due upon completion of startup and approval of O&M manuals NOT to exceed 60 calendar days from date of delivery.

CLARIFICATIONS TO THE SPECIFICATIONS

- Hydro-Dyne has included red-line marks up on the Wharton-Smith bid form. Included within this proposal.
- Providing 1 year warranty per bid specification 46 21 43.

- See specifications in this proposal for specifics on what is being provided.

For additional information, please contact our local representative listed above or me personally.

Sincerely,

Scott Griffith

Regional Sales Manager

Hydro-Dyne Engineering, Inc.

Hydro-Dyne Engineering Inc. Terms & Conditions

1. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement and understanding between Hydro-Dyne Engineering Inc. (“Seller”) and the purchase order issuer (“Purchaser”) with respect to the subject matter hereof and supersedes all prior solicitations, agreements, understandings and representations between the parties. This Agreement consists of these Terms and Conditions, Seller’s Scope of Work (the “SOW”), and Owner’s specifications (the “Owner Specs”). The SOW references the Owner Specs and provides clarifications and modifications to the Owner Specifications. If there is any conflict between the Owner Specifications and the SOW, the SOW shall control. Prior dealings, usage of the trade, and course of performance shall not be used to determine the meaning of this Agreement. Any terms and conditions included in Purchaser’s acceptance/purchase order that are in addition to or different from this Agreement shall have no force and effect and shall not be deemed to be part of this Agreement, except that the purchase price for the “Products” (as defined below) set forth in Purchaser’s acceptance/purchase order shall be deemed to be part of this Agreement unless Seller objects to the purchase price (and if Seller objects, a revised purchase price for the Products shall be mutually agreed between the parties and then listed in a revised acceptance/purchase order from Purchaser). Any agreement between the final equipment owner (“Owner”) and Purchaser (the “Prime Contract”) shall not be deemed to be part of this Agreement, Seller is not a party to the Prime Contract, and Seller is not required to comply with the Prime Contract.

2. DELIVERY. The SOW sets forth the delivery point(s) and delivery terms for delivery of the products expressly set forth in the SOW to be delivered to Purchaser under this Agreement (the “Products”). Seller shall not be liable to Purchaser or in breach of this Agreement if delivery does not occur by the dates set forth in the SOW as such dates are estimated delivery dates. If any delivery is or may be delayed by reason of Force Majeure (as defined in Section 10), Seller may at its option tender delivery to Purchaser at any point of manufacture and such shall constitute delivery for all purposes under this Agreement. If Purchaser fails to accept delivery when made by Seller, Purchaser shall promptly reimburse Seller for all costs associated with such failure, including costs of storage of the Products, regardless of whether some or all of the storage occurs at Seller’s facilities, and the storage location(s) shall be deemed to be the delivery point(s). If shipment is postponed at the request of Purchaser, as a result of delay in receipt of shipping instructions, or due to any other cause or reason other than the negligence or willful misconduct of Seller, payment of the purchase price for the Products by Purchaser shall be due on notice from Seller that the Products are ready for shipment, and the delivery point will then be the current location of the Products. Handling, moving, storage, insurance and other charges thereafter incurred by Seller with respect to the Products shall be for the account of Purchaser. Risk of loss shall pass to Purchaser at the delivery point.

3. TITLE. Seller shall retain all right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to Seller. Without limiting the foregoing, until Purchaser pays Seller the full purchase price for the Products, Purchaser grants to Seller a purchase money security interest in the Products. Purchaser authorizes Seller to file, with or without Purchaser’s signature, and Purchaser will cooperate fully with Seller regarding, any documents needed to perfect a security interest with the appropriate jurisdiction(s). The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass Seller’s interests until said drafts, notes and/or trade acceptances are paid in full.

4. PAYMENTS. The payment terms for the Products are set forth in the SOW, the purchase price for the Products shall be set forth in the manner described in Section 1 above, and other amounts owed for or relating to the Products (e.g., Taxes/Surcharges, as defined below) are set forth in these Terms and Conditions. Seller may at its option ship the Products in stages and if it does so Purchaser shall pay

Seller on a pro rata basis, as shipped, for the amounts then owed. If Purchaser fails to make a payment under or relating to this Agreement by the due date, interest at a rate of the lesser of the maximum rate allowed by law, and one and one half percent (1.5%) per month, calculated daily, shall apply from the due date for payment. Purchaser shall promptly pay Seller's attorneys' fees and all other expenses of Seller incurred in seeking to collect past-due amounts owed under or relating to this Agreement. The purchase price does not include any federal, state, local, or provincial sales, use, value-added, excises, or other taxes or any surcharges, or import fees or duties (collectively, "Taxes/Surcharges"). Seller shall list Taxes/Surcharges separately on each invoice, and Purchaser is responsible for paying all Taxes/Surcharges to Seller. Purchaser shall pay to Seller any amounts owed under this Agreement when due and Purchaser shall not be entitled to setoff or apply against any money due or claimed to be due from Seller to Purchaser on account of any other agreement, transaction or claim unless Seller agrees in writing to be responsible and liable on each such occasion.

5. WARRANTY.

a. Solely for the benefit of Purchaser, Seller warrants that the portion of the Products that are both designed and manufactured by Seller (the "Warranted Parts") shall be free from defects in material and workmanship for the "Warranty Period", which (a) shall begin on the "Warranty Period Commencement Date". The Warranty Period Commencement Date shall be the earlier of (1) ninety (90) days from the date of delivery of the Warranted Parts, and (2) the date the Products are beneficially occupied by the Seller. The Warranty Period Length shall be documented by the SOW. Notwithstanding the foregoing, if the Warranted Parts are delivered in stages, then the Warranty Period described above shall apply on a per stage basis.

b. If any of the Warranted Parts fail to comply with the Warranty during the Warranty Period, Purchaser notifies Seller of such failure during the Warranty Period (and no later than five (5) days after Purchaser discovers the non-compliance), Purchaser is at the applicable time in full compliance with this Agreement, and none of the exclusions set forth in Section 5(c) apply, Seller shall repair or replace, at its option, free of charge to Purchaser (other than that of labor to remove and install equipment or parts, shipping and freight charges), at Seller's location or other location that Seller designates, any Warranted Part, or the relevant portion thereof, that examination by Seller establishes has failed under normal use and service operation (according to the guidelines of the applicable Operation and Maintenance Manual) by Purchaser within the Warranty Period; provided, that if it would be impracticable for the Warranted Part or relevant portion thereof to be returned to Seller as determined by Seller, Seller will visit Purchaser's job site to inspect the Warranted Part; however, if it is determined by Seller after inspection that Seller is not responsible under the Warranty, Purchaser shall pay seller published travel and other costs of Seller with respect to the site visit detailed in the SOW. Warranted Parts repaired or replaced under the terms of this warranty remain warranted under the original warranty period only. Proof of maintenance logs as dictated in the applicable Operation and Maintenance Manual will be required by the seller from the owner.

c. In addition to any other limitation or disclaimer with respect to the Warranty, the Warranty shall not apply if any defect in material or workmanship in the Warranted Part is caused in whole or in part by any acts or omissions of Purchaser or any other person or entity other than Seller (e.g. negligence acts, willful misconduct, or alterations to the Warranted Parts, by any person or entity other than Seller, failure to operate or maintain equipment under normal operating conditions in accordance with applicable Operation and Maintenance Manual(s), compromising equipment protection via controls changes), or any event (e.g., an accident during transit) or condition (e.g. decomposition of Warranted Parts by chemical action, erosion or corrosion or wear to Warranted Parts or due to conditions of temperature, moisture and dirt), beyond the reasonable control of Seller, including any Force Majeure event. The Warranty shall also not apply to any Products that are not Warranted Parts (e.g., parts, equipment, accessories or components that were either manufactured or were designed by any person

or entity other than Seller itself), but if there is any pass-through warranty that Seller is permitted to pass-through to Purchaser in connection with the portions of the Products that are not Warranted Parts, Seller shall do so.

d. THE PARTIES AGREE THAT OTHER THAN THE WARRANTY SET FORTH IN SECTION 5(a) WITH RESPECT TO THE WARRANTED PARTS ONLY, ALL OTHER WARRANTIES (WITH RESPECT TO THE PRODUCTS OR OTHERWISE RELATING TO THIS AGREEMENT), EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED BY SELLER TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

6. DRAWINGS AND TECHNICAL DOCUMENTATION. The seller requires approval of the Drawings before Seller begins manufacturing the Products, shipment may be delayed if the Drawings are not returned to Seller within forty-five (45) days of receipt by Purchaser of the Drawings for approval. Seller will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for Seller's equipment (in English language). Seller will supply a maximum of three (3) complete sets of drawings and operating instructions. Additional sets will be paid for by Purchaser. Electronic files, if requested from Seller, will be provided in *pdf, jpg or tif* format only.

7. INDEMNITY. Purchaser shall defend, hold harmless, and indemnify Seller and its affiliates, and each of their employees, officers, directors, representatives, contractors and agents (individually and collectively, "Indemnitees"), against all damages, costs, liability, losses, and expenses, including reasonable attorneys' fees, incurred by any Indemnitees in connection with any claim, action, demand, suit, or proceeding (individually and collectively "Claims"), arising out of, or relating to, the negligent acts or omissions of Purchaser, willful misconduct of Purchaser, or any breach of this Agreement or violation of law by Purchaser.

8. DEFAULT, TERMINATION. In the event that a party materially breaches this Agreement and does not cure within thirty (30) days of notice of such material breach from the other party, or such longer time as reasonably necessary to cure such breach, the non-breaching party may terminate this Agreement. Notwithstanding the foregoing, Seller shall also have the right to terminate this Agreement if Purchaser fails to pay any amount owed within ten (10) days after the due date for such payment. If Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. Seller at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the Purchaser, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to Seller for the Products and to receive from the Purchaser the deficiency between such net proceeds of sale and such balance. Purchaser hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of Seller.

9. TERMINATION FOR CONVENIENCE. Purchaser may terminate this Agreement for convenience upon notifying Seller at least thirty (30) days prior to the "termination date" set forth in the notice and paying Seller for all costs and expenses (including overhead) incurred by it in

performing its work and closing out the same plus a reasonable profit thereon in an amount determined by Seller. Purchaser shall pay all such costs and expenses and the reasonable profit to Seller within ten (10) days of the termination of the Agreement.

10. FORCE MAJEURE. If Seller is unable, wholly or in material part, by any reason of Force Majeure to carry out any of its obligations hereunder, then on Seller's notice to Purchaser within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, pandemics, lightning, fire, flood, washout, storm, communication lines failure, delays of the Purchaser or any third party, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos and any other causes that are not reasonably within the control of the Seller. Notwithstanding anything in this Agreement to the contrary, if the delay is the result of Purchaser's action or inaction, then in addition to an adjustment in time, Purchaser shall promptly reimburse Seller for Seller's costs incurred to maintain its schedule or to seek to limit any slippage from the schedule as much as reasonably practicable under the circumstances.

11. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Pinellas County or Clearwater, FL. The parties irrevocably waive the right to request trial by jury.

12. ASSIGNMENT. Purchaser shall not assign or transfer this Agreement without the prior written consent of the Seller. Any attempt to make such an assignment or transfer shall be null and void. Seller shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to Purchaser.

13. LIMITATION OF LIABILITY/NO LIQUIDATED DAMAGES, THIRD PARTY BENEFICIARIES, OR BACKCHARGES. Notwithstanding anything in this Agreement to the contrary, (i) except as set forth in Sections 7 and 9, under no circumstances shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, under, relating to, or arising out of this Agreement, including, without limiting the foregoing, for any losses relating to plant shutdowns, non-operation or increased expense of operation, service interruptions, or cost of purchased or replacement power; and (ii) the maximum aggregate liability of Seller under, relating to, or arising out of this Agreement, shall be the amount paid by Purchaser to Seller under this Agreement for the Products. This is an aggregate cap, not a per claim cap. This Section 15 shall apply to any and all claims, regardless of whether such claims are in contract, tort, strict liability or otherwise. The parties agree that there are no liquidated damages associated with this Agreement nor are there any third-party beneficiaries to this Agreement. In addition, under no circumstances shall Seller be responsible and liable for any work, repairs, replacements or changes to the Products, or any backcharges, unless Seller agrees in writing to be responsible and liable on each such occasion.

14. MISCELLANEOUS. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the

Parties beyond any termination of this Agreement. Each Party shall have the right to use any agents, contractors, subcontractors, or other non-employees (individually and collectively, "Contractors/Agents" of such Party) to perform any of its obligations or to act on behalf of the Party. All actions of a Party's Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement. The rights and remedies of the Purchaser in connection with the Products provided by Seller and limited to the rights and remedies expressly stated in this Agreement. Any failure by Seller to enforce Purchaser's strict performance of any provision of this Agreement will not constitute a waiver of Seller's right to subsequently enforce such provision or any other provision of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable under applicable law, then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. Seller shall retain sole ownership of its intellectual property used or produced in connection with this Agreement, and Purchaser shall not gain any rights in such intellectual property under this Agreement or otherwise arising out of this Agreement. Each party has had an opportunity to independently review this Agreement, and the language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. Each party has been given the opportunity to independently review this Agreement with legal counsel, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, it is the parties' intent that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

GREAT WHITE CENTER FLOW SCREEN & WHITETIP SHARK WASHING COMPACTOR TECHNICAL SPECIFICATIONS

Part 1 GENERAL

1.1 SCOPE – Supply all labor, materials, equipment and incidentals required to install and place into operation the fine screening system as shown on the Drawings and as specified herein.

1.2 REFERENCE STANDARDS – The properties of all materials, design, fabrication and performance of the equipment to be furnished under this section shall be in accordance with the latest issue of applicable standard specifications. The governing authorities of these standards are listed below.

- A. AICS, American Institute of Steel Construction
- B. AISI American Iron and Steel Institute
- C. ANSI, American National Standards Institute
- D. ASCE, American Society of Civil Engineers
- E. ASME, American Society of Mechanical Engineers
- F. ASTM, American Society of Testing and Materials
- G. AWS, American Welding Society
- H. IBC, International Building Code
- I. IEC, International Electric Code
- J. IEEE, Institute of Electrical and Electronics Engineers
- K. NEC, National Electrical Code
- L. NEMA, National Electrical Manufacturers Association
- M. Underwriters Laboratory (UL and cUL)

1.3 SUBMITTALS - Submittals shall be provided to the engineer that includes all the following information:

- A. Certified shop drawings showing all important details of construction, dimensions and anchor bolt locations.
- B. Descriptive product literature.
- C. Schematic electrical wiring diagram and electrical controls information.
- D. Complete motor and drive data.
- E. The total weight of the equipment.
- F. A complete bill of materials of all equipment.
- G. A valid certificate of registration naming manufacturer, and supplier if equipment is relabeled, as ISO 9001:2015 certified.

1.4 QUALIFICATIONS

- A. All the equipment specified under this Section shall be supplied by a single manufacturer whose Quality Management System is ISO 9001:2015 certified and applicable to the manufacture of water and wastewater treatment equipment.

- B. If equipment is not manufactured by supplier, including welding and machining, the name and contact information of manufacturing facility must be supplied. If more than one manufacturer is used all companies and facilities must be provided.
- C. If patents protecting equipment are not owned by supplier, then an affidavit must be supplied stating owner of design and expiration of licensing agreement.
- D. All equipment specified under this Section shall comply Bipartisan Infrastructure Law's (BIL Public Law 117-58) Build America, Buy America (BABA) requirements for manufactured products. As defined in the Law, this requires:
 - (i) the manufactured product was manufactured in the United States, and
 - (ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.Certifications attesting to compliance will be required prior to approval and shall be included with submittals and upon completion of manufacture.

1.5 DESIGN REQUIREMENTS

A. System Description

1. The fine screen will have a continuous stainless steel belt that automatically rotates within the internal guide system of the static frame.
2. The fine screen herein specified will be of the center flow type. The flow enters the inside of the continuous belt and exits through both sides and the bottom of the belt.
3. The screen will be installed into a widened chamber section of the channel as shown on the contract drawings to accommodate the flow pattern through the screen belt.
4. The solids will collect as a mat on the inside of the continuous belt. The belt will intermittently rotate and elevate the solids to the discharge point. Larger objects will be picked up by a series of hooks and/or trays placed at regular intervals.
5. The solids will be removed at the top of the screen by two spray bar headers positioned on the outside of the belt. The screenings will drop into an internal hopper and be fed to the screening handling system.
6. The continuous belt will be directly driven by drive sprockets that shall support and rotate the grid assembly.
7. The screen will be totally enclosed and have access covers that will be lightweight and easily removable for maintenance.
8. The Washing Compactor will be positioned next to the screening channels and will be fed by a sluice system.
9. The Washing Compactors will be adequately sized to handle all the screenings and wash water that will be generated by the screen at peak flow. The system will be

required to wash the screenings to reduce the organic content and compact the remaining solids into a dry plug.

10. The Washing Compactor will generally comprise of a screw auger rotating within the washing and drainage trough, a wash water system, a compaction zone and an outlet chute arrangement.

11. All stainless steel (including frame, grid and drive components) mentioned below as stainless steel shall be T316 stainless steel. All hardware shall be T316 stainless steel.

B. System Performance – The fine screening system will be designed to meet the following design parameters:

1. Number of screens	2
2. Peak flow per screen	10.0 MGD
3. Average flow to screen	5.0 MGD
4. Velocity through the grid	3.7 ft/s
5. Screen grid opening	3 mm
6. Head loss at peak flow	9 inches @ 65% blinding and 57 inches upstream water level
7. Structural design differential of frame/grid	48 inches minimum @ 100% blinding
8. Drive design differential (operating)	48 inches minimum
9. Screen grid supporting drive sprockets	2 minimum – all stainless steel
10. Channel width	36 inches
11. Channel recess	42 inches
12. Channel height	108 inches
13. Number of Washing Compactors	2
14. Diameter of screw	8 inches
15. Minimum diameter of shaft	2.75 inches
16. Screen wash water requirements	36 GPM @ 60 PSI
17. Sluice wash water requirements	10 GPM @ 60 PSI
18. Washing Compactor wash water req.	24 GPM @ 60 PSI

Part 2 PRODUCTS

2.1 MANUFACTURER

A. The equipment shall be the Center Flow Screen and Washing Compactor as provided by Hydro-Dyne Engineering, Inc., Clearwater, FL. Other than the named supplier, all manufacturers proposing equipment described herein, will provide a detailed submittal package, which will consist, at a minimum, of all information and details prescribed in section 1.3, 1.4, including BABA compliance and Part 2 of this specification. All pre-qualification submittals will be submitted to the Engineer at least 15 days prior to the bid date.

B. If submitted equipment requires arrangement differing from that specified, prepare and submit for review complete structural, mechanical, and electrical drawings and equipment lists showing all necessary changes and embodying all special features of equipment

proposed. Any changes are at no additional compensation and the Manufacturer will be responsible for all engineering costs of redesign by the Engineer, if necessary.

2.2 THE CENTER FLOW SCREEN

A. Perforated Plate - The Continuous Screening Belt

1. The screenings belt will consist of panels manufactured from 3/8" thick UHMWPE with perforations of the specified opening.
2. The perforated panels will be supported by 12 gauge stainless steel vertical mounted lifting hooks horizontally spaced a maximum of 3 inches apart preventing deflection. The lifting hooks shall support the screening grid and bear tension loads across the entire length and width of the screen belt.
3. The hooks on elements shall form horizontal lifting trays or shelves for removing large solids and rags every 8 inches around the entire screen grid.
4. The perforated panels will be connected by heavy duty stainless steel axles every 8 inches to form a continuous belt that will rotate within the frame's guide system. The axle design will allow the plates to pivot and create a seal between the perforated panels to prevent the passage of solids.
5. The axles will include Delrin spacers that will maintain the 3 inch space between the vertical support elements. Delrin spacers will also form a seal between each perforated panel with clearance not to exceed 0.5mm.
6. The axles will be extended to fix a UHMWPE guide link to the side of each perforated plate. These guides will interlock to create a continuous guide link system that will slide within the frame.
7. Guide links shall be precision machined from solid virgin UHMWPE. Injection molded links are not acceptable.
8. The heavy duty guide links will be minimum 2 inches thick to protect against undue wear from grit and will be specially machined to form a closure seal between the rotating belt and the static frame.
9. The seal shall be continuous from grade level through the water flow forming an uninterrupted closure between the traveling screen grid and the stationary frame. The seal shall be heavy gauge stainless steel, fixed to the screen frame and be adjustable so it will remain in contact with the rotating screen belt at all times. There shall be no gap in the grid to frame seal larger than 0.5mm.
10. Guide systems that use rollers, stainless or hardened steel chains will not be acceptable.
11. Grid panel sealing systems that use neoprene seals or stainless steel hinges will not be acceptable.

12. Grid to frame sealing systems that use adjustable UHMWPE strips attached to the frame will not be acceptable.

B. The Frame

1. The continuous belt will rotate within a heavy duty stainless steel static support frame that shall be a rectangular box construction.
2. The guide link system will travel around a stainless steel guide wear track that is integral to the support frame. Top and bottom wear tracks shall be bolt in and field replaceable.
3. There shall be a removable inspection panel located directly beneath the drive allowing easy access to the grid drive sprockets, drive shaft and screenings collection hopper.
4. The design will ensure that the support frame meshes with the closure seal on each guide link to prevent passage of screening material and grit particles.
5. All components of the lower wear tracks shall be bolt in, field replaceable and manufactured from stainless steel.
6. The frame shall accommodate stainless steel protective covers designed to prevent leakage and contain spray wash. All access covers for maintenance will be lightweight and easily removable. Screens with covers requiring neoprene, rubber or plastic seals are not acceptable.
7. The screen manufacturer will supply the stainless steel angled filler plates to connect from the upstream corners of the support frame to the channel walls.
8. The back-plate of the screen shall be furnished with a bypass gate that will allow manual removal for complete flow bypass.

C. The Offloading of Screenings

1. Two stainless steel spray wash headers will be located in the head space of the screen to offload the screenings from the continuous belt.
2. The spray bar will incorporate brass nozzles at 2 inch spaces that can easily be replaced or removed for cleaning.
3. The spray bars will be positioned behind the rotating belt and will backwash the solids into an internal hopper manufactured from stainless steel. The wash water will be used to continuously flush the screenings from the internal hopper into the extended sluice.
4. The addition of a rotating or static brush system to aid offloading will not be acceptable.

D. Screen Drive Mechanism

1. Each screen will have a maximum 0.5 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements. The motor will be located outside of the screen covers and above the top of the channel.
2. The gear reducer shall be directly coupled to a heavy duty shaft machined from solid stainless steel round bar.
3. The drive shaft shall be supported on both ends by grease filled roller bearings. Separate grease-filled self-contained cartridge seals shall be mounted on drive shaft between bearings and frame to eliminate spray wash from entering bearings or gear reducer.
4. The continuous belt will be supported and rotated around heavy duty stainless steel sprockets located on the drive shaft in the head space of the screen.
5. These sprockets will have removable bolted-on lugs that transmit torque directly from the gear reducer to notches on the underside of the UHMWPE guide links. Driving forces shall be transmitted to areas located behind the screen's grid to prevent solids from contacting drive surfaces.
6. Chain driven systems or screens with wheels submerged in the wastewater are not acceptable.
7. Drive systems that use an external track and pinion to drive or push the band against grid weight supporting wear tracks will not be acceptable. Drive shall lift, and be capable of bearing, the full weight of the grid.

2.3 THE WASHING COMPACTOR WITH ENHANCED WASHING AND DEWATERING

- A. The main body will be the washing trough that will receive screenings and wash water directly from the end of the screenings transfer sluice.
- B. The washing trough will house the screw auger and provide a dedicated section to reduce organic content.
- C. The stainless steel drainage section will be perforations with 3mm openings and be adjustable to maintain auger alignment. This drainage section shall be removable and easily replaceable in the field with no special tools. The flights of the screw may be fitted with a stiff nylon brush that will maintain contact with the drainage section, preventing blockages. The replaceable brushes will be supplied in pre-coiled lengths with stainless steel removable clamps.
- D. The underside of the washing trough will be a catch pan chute that will divert the water that passes through the drainage section, back to the influent flow with dual outlet plain end pipe connections. The unconnected pipe side will be capped with a rubber compression cap

so that it can be removed and the drain piping can be cleaned if necessary. The catch pan will include a flushing connection point for washing and cleaning.

- E. The catch pan will include a separate wash water supply to purge the area of accumulated solids. A single spray nozzle will direct water across the length of the pan toward the outlet. The frequency of cleansing cycles will be controlled through the main control panel.
- F. The AR400 hardened steel screw auger will sit in the washing trough. Washing compactors with shaftless screws are not acceptable as a shaft is required to support the flight and provide necessary torque and compaction. Screw auger will be primer coated to inhibit corrosion.
- G. The auger will be a varied pitch screw aligned at the compaction end by AR400 hardened steel wear and anti-rotation bars designed to prevent the compacted screening from spinning within the compaction zone.
- H. The screw will rotate allowing wash water and free organic/fecal material finer than trough openings to escape and return to the plant flow. The wash water will flush the separated organic material through the drainage section in solution or as small particles.
- I. Washing of screenings shall be achieved through an enhanced washing module consisting of the following minimum requirements manufactured out of stainless steel:
 - 1. Variable pitch flight for separate screening transport through the wash, dewatering and compaction zones.
 - 2. Washing Module Zone
 - a. Flanged connections and a stainless steel orifice plate or nozzle
 - b. Hardened steel wear and anti-rotation bars
 - c. Separately controlled high pressure washing to shear and break-up organic and fecal material for return to the channel.
 - d. Cleansing cycles moving the auger in forward and reverse direction are controlled through the main control panel and operator adjustable up to 9 cycles
 - 3. Dewatering and Compaction Zone
 - a. Stainless steel header feeding an external rinse shower
 - b. Hardened steel wear and anti-rotation bars
 - c. Full circumference perforations for dewatering and extrusion of organics and fecal material.
 - d. Attached drainage catch pan with a separate wash water supply to purge the area of accumulated solids
 - e. Removable covers for inspection access
- J. The compacted screenings will be pushed through the compaction zone and pass through an elbow into an outlet chute. The outlet chute will provide for screening expansion and will elevate the dewatered screenings to discharge by gravity into a waste receptacle (by others).
- K. Each Washing Compactor will have a minimum 3 hp, inverter duty electric motor suitable for a 460/3/60 supply and rated for a Class 1 Div. 2 environment. As a minimum, the motor

will be TEFC with an IP55 enclosure rating and will conform to NEMA MG-1 requirements.

2.4 SPARE PARTS - The manufacturer will supply the following spare parts, per screen supplied, with the equipment:

- A. Ten (10) hook links and elements spacers
- B. Two (2) grid axles
- C. Two (2) guide links
- D. Two (2) screen panels
- E. One (1) brush for the screw

2.5 ACCESSORIES - The manufacturer will supply the following accessories, with the equipment:

- A. Two (2) 1.5" NEMA 4X brass body slow closing solenoid valve (Screen)
- B. Four (4) 1" NEMA 4X brass body slow closing solenoid valve (Compactor / Sluice)
- C. Two (2) 3/4" NEMA 4X brass body slow closing solenoid valve (Compactor Catch Pan)
- D. Two (2) 1.5" NEMA 4X brass body slow closing solenoid valve (Pump blow down valve)
- E. Two (2) 2.5" wash water strainer
- F. Four (4) wash water pressure gauge
- G. One (1) lot anchor bolts (with epoxy)
- H. Two (2) underflow weirs
- I. One (1) Booster Pump Skid – 70 GPM @65 PSI pressure boost
 - a. Motors shall have space heaters and thermostats
 - b. Aluminum baseplate
 - c. 316SS suction and discharge headers
 - d. Inlet and discharge pressure gauges
 - e. Flexible expansion joints on pump suction and discharge
 - f. Centralized J-Box for all pump wires
 - g. Two (2) Inlet Butterfly Isolation Valves
 - h. Two (2) Discharge Butterfly Isolation Valves
 - i. Two (2) Check Valves (w/ limit switch)
 - j. Two (2) Pressure influent regulating valves
 - k. Four (4) high pressure switch / pressure transducers (suction and discharge)

2.6 ELECTRICAL CONTROLS AND ANCILLARY COMPONENTS

- A. General Information - The manufacturer will supply two UL listed main control panel and six local control station that shall automatically control the equipment offered in this section.
- B. The Main Control Panel – NEMA 4X stainless steel enclosure for outdoor installation – Each control panel shall consist of the following components for each screening system:
 - 1 Enclosure, NEMA 4X, 304SS floor stand enclosure with sunshield
 - 1 Main disconnect breaker with operating handle
 - 1 Surge suppressor, 480VAC
 - 1 Surge suppressor, 120VAC
 - 1 Control power transformer, 750VA

- 1 A-B, Powerflex 525 VFD, 1HP, 480VAC with fuse protection & input line filter (SCREEN DRIVE-1HP)
- 1 Schneider, NEMA size 0, reversing starter with circuit protection (COMPACTOR-3HP)
- 1 Schneider, NEMA size 1, non-reversing starter with circuit protection (BOOSTER PUMP-10HP)
- 1 Schneider, reversing contactor with circuit protection (WASH MODULE)
- 1 24VDC power supply
- 1 A-B, CompactLogix L30ER PLC with IO modules as required.
- 1 A-B, PanelView Plus 15" HMI, touchscreen
- 1 Unmanaged ethernet switch
- 2 Current monitoring relay
- 3 Elapsed time meter
- 1 IS Relay
- 1 Ground bar
- 1 Cooling fan
- 1 Receptacle
- 1 Phase monitor relay
- 1 Heater with thermostat
- LOT of pilot lights as required
- LOT of control relays, terminal blocks, fuse blocks, wire duct, supplementary circuit protection, UL label as required

C. Ancillary Control Components -

1. Float switch
2. Ultrasonic differential level system consisting of the following per screen:
 - a. NEMA 4X enclosure with viewing window
 - b. Milltronics Hydro-Ranger 200 controller with real-time 4-20 mA output
 - c. Two (2) NEMA 4X/7 transducers
3. Local Control Station (2 EA – Screen / 2 EA – Compactor / 2 EA – Pump) – NEMA 7 - Each local station panel shall consist of the following components:
 - a. NEMA 7 enclosure
 - b. Hand/Off/Auto switch for each motor
 - c. Forward/Off/Reverse switch for compactor motor
 - d. Emergency stop

Part 3 SURFACE PREPARATION AND PAINTING

- A. The majority of stainless steel materials, flanges and piping shall be pickled by means of a four tank system that is in accordance with ASTMs A380. This process is for quality control, removal of heat affected discoloration, surface treatment for corrosive environments and to provide a uniform finish to the stainless steel surfaces. Stainless steel components must be fully submerged in the tanks for complete coverage. Electro-chemical wanding is acceptable on weld finishes that cannot be submerged due to size. Sandblasting, pickling pastes and abrasive cleaners will not be accepted as forms of metal finishing. The drive and grid components do not require pickling.

Tank 1 – Detergent bath for the removal of soils, greases, oils and dirt

Tank 2 – Rinsing process to remove detergent and residual soils

Tank 3 – Two part acid solution for the removal of tightly adhere oxide films

Tank 4 – Final rinse process to remove all residual acid

- B. All ferrous surfaces (except stainless steel) shall be coated with a pre-primer, primer, and an exterior top coating, or fusion bonded polyester coating suitable for humid/wet environments for superior corrosion protection.
- C. Motor(s) and gearbox(s) shall be surface prepared to withstand humid/wet environments for superior corrosion protection.

Part 4 EXECUTION

4.1 WARRANTY - The Manufacturer of the equipment supplied under this specification shall provide a warranty for a period of twelve months commencing on acceptance and/or beneficial occupancy by the Owner but no later than 90 days from the date of shipment by the Manufacturer. The Manufacturer shall guarantee that the equipment furnished is suitable for the purpose intended and free from defects in design, materials and workmanship. In the event that the equipment fails to perform as specified the Manufacturer shall, at his option, promptly repair, modify or replace the defective equipment.

4.2 FACTORY TESTING

- A. The screening system and all components shall be factory assembled and tested for a minimum of 24 hours prior to shipment. The equipment shall be shipped fully assembled and shall be capable of being set in place and field erected by the Contractor with minimal field assembly.
- B. During the factory test period the screening system shall be adjusted as required assuring proper operation on completion of the field installation. The Manufacturer shall supply a certification of the completion of the factory testing of the assembled screening system and appurtenances and shall certify as to the equipment being in satisfactory operating condition at time of shipment. The Engineer and/or Owner may, at their own option and expense, witness the factory test.

4.3 DELIVERY AND STORAGE

- A. The screening system shall be appropriately crated and delivered to protect against damage during shipment.
- B. An authorized representative of the Contractor shall inspect the screens on delivery to the jobsite and shall report any damage or missing components to the Manufacturer and the Engineer within 72 hours of receipt of the shipment.

4.4 INSTALLATION - The installation of the equipment shall be as indicated on the drawings and in strict accordance with the Manufacturer's instructions and recommendations.

4.5 FIELD TESTS, ADJUSTMENTS AND COMMISSIONING

- A. The equipment shall be shipped completely factory assembled. Contractor shall verify all access dimensions, channel dimensions, and any interior building dimensions to ensure equipment may be installed as a factory assembled units.
- B. After completion of the installation, the equipment shall be inspected and certified by an authorized representative of the Manufacturer as being in compliance with the Manufacturer's recommendations and requirements. At such time as the Manufacturer has deemed the installation to be acceptable, the Manufacturer's authorized service representative shall make any required adjustments and shall start the equipment to assure proper operation.
- C. The Manufacturer's authorized representative shall provide instruction to the plant personnel as to the operation and maintenance of the equipment including commissioning, shut down, on-line operations, lubrication and preventative maintenance.
- D. Manufacturer shall state field service rates for a Service Engineer to Owner and Contractor. In the event that the field service time required by this section should not be sufficient to properly place the equipment into operation, and the requirement for additional time is beyond the manufacturer's responsibility, additional time shall be purchased by Contractor to correct deficiencies in installation, equipment, or material without additional cost to Owner.
- E. The Contractor shall include in his bid, the cost of the above referenced authorized service representative for a minimum of two (2) trips totaling three (3) eight hour days onsite to complete the certifications and training described in this specification section.

End of Section

Great White Center Flow Screen Equipment Sizing



Tel: 813-818-0777 Fax: 813-818-0770

Project: Deland, FL

Date: 7/25/2023

Rep: TSC-Jacobs-North

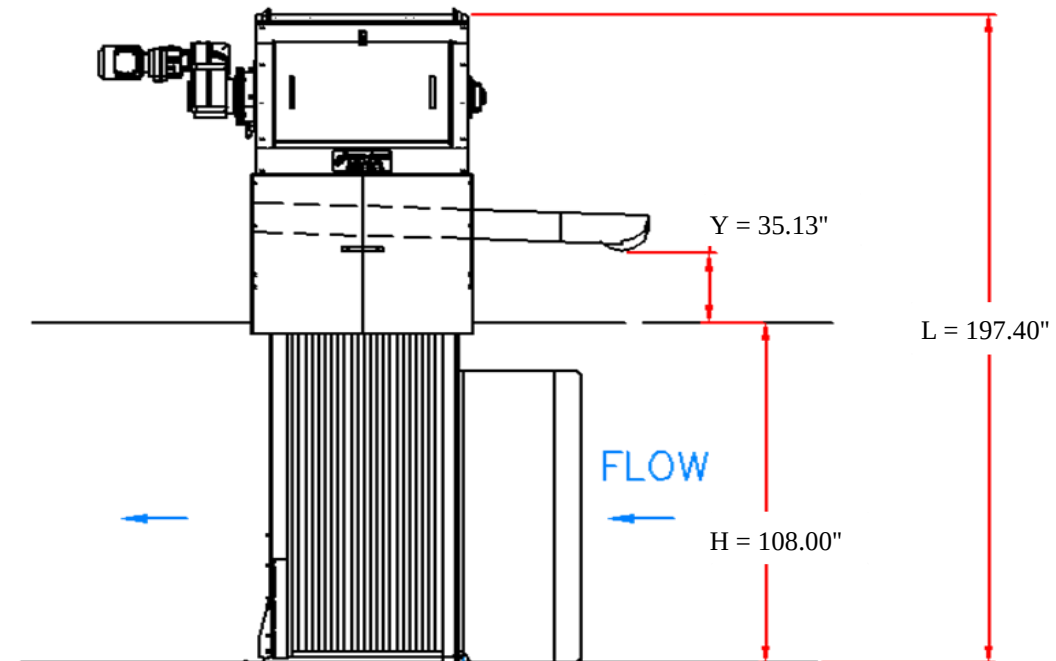
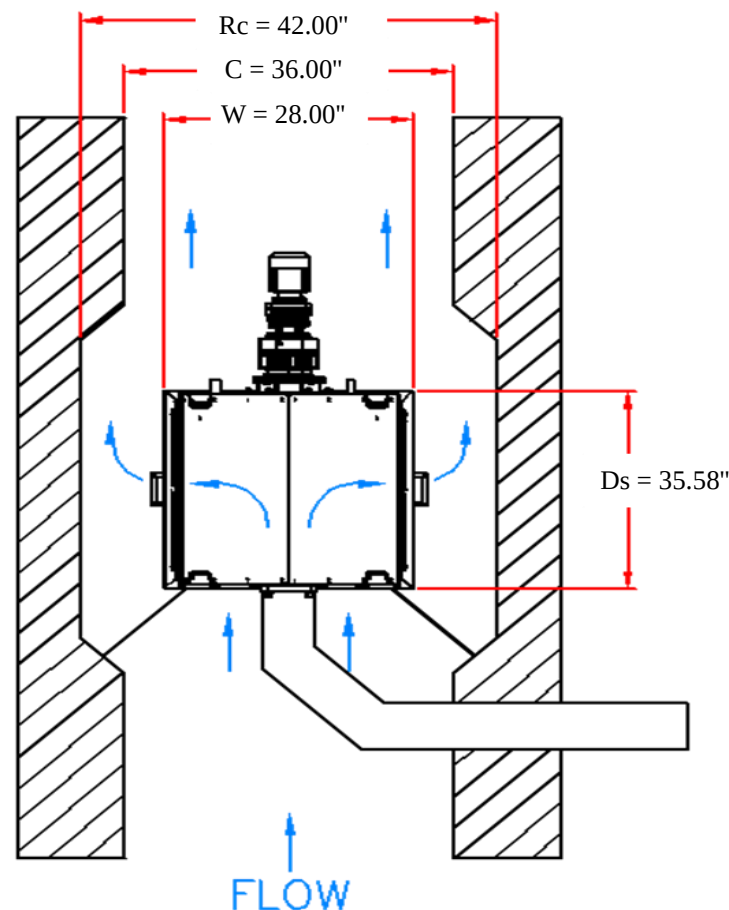
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Model # CF 28 - 36 - 197 - 3 - P

Channel Dimensions:		English Units	SI Units
C	Channel Width	36.00 in	914 mm
H	Channel Height	108.00 in	2743 mm
Rc	Recess Width,	42.00 in	1067 mm
Rd	Channel Recess Depth	55.58 in	1412 mm
TC	Height from Grade to Top of Channel	0.00 in	0 mm

Equipment Dimensions:		English Units	SI Units
L	Length of Screen	197.40 in	5014 mm
W	Width of Screen	28.00 in	711 mm
Ds	Depth of Screen	35.58 in	904 mm
Y	Discharge Height from the Sluice	35.13 in	892 mm
Screen Grid Parameters:			
S	Grid Opening Spacing	3mm Perf UHMWPE	
Obs	Percent of Screen Obstructed	65 %	Hook Link 12 ga
OA _{eff} *	Effective Percent of Grid Opening	20.08 %	Straight Link 12 ga



NOTE: * Effective Percent of Grid Opening = Percent of Grid Opening at 3mm Opening $\times$ (1 - Proposed 65% of Screen Obstructed).

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Great White Center Flow Screen Hydraulic Performance



Tel: 813-818-0777 Fax: 813-818-0770

Project: Deland, FL

Date: 7/25/2023

Rep: TSC-Jacobs-North

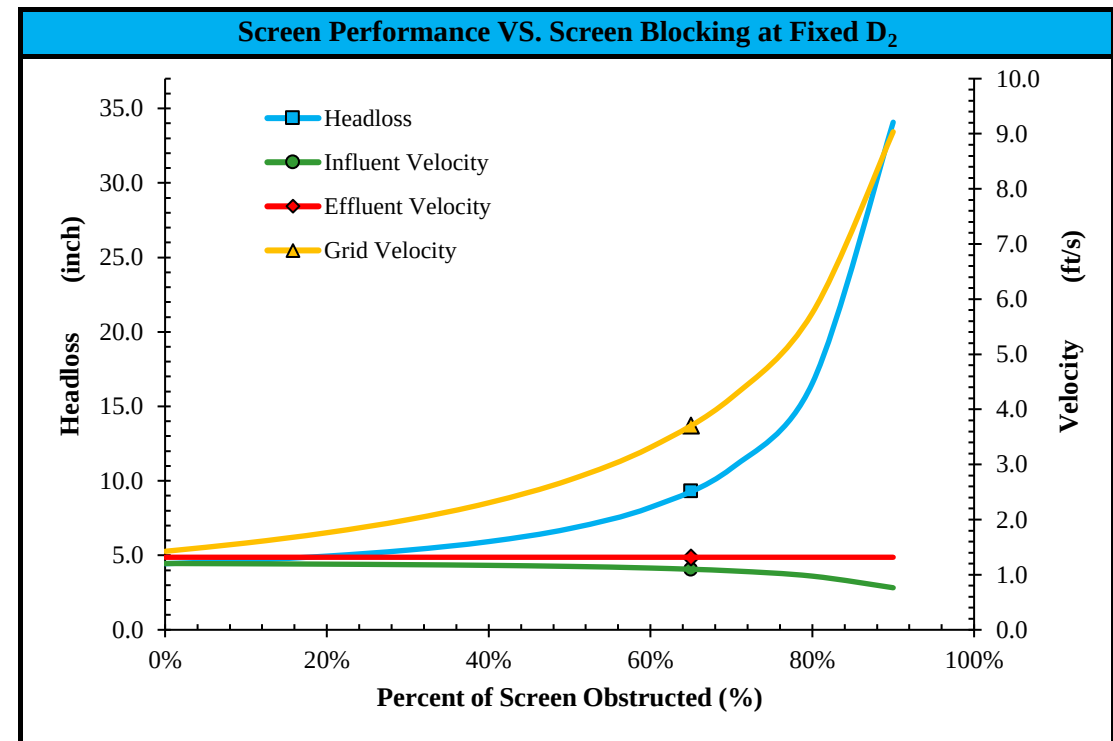
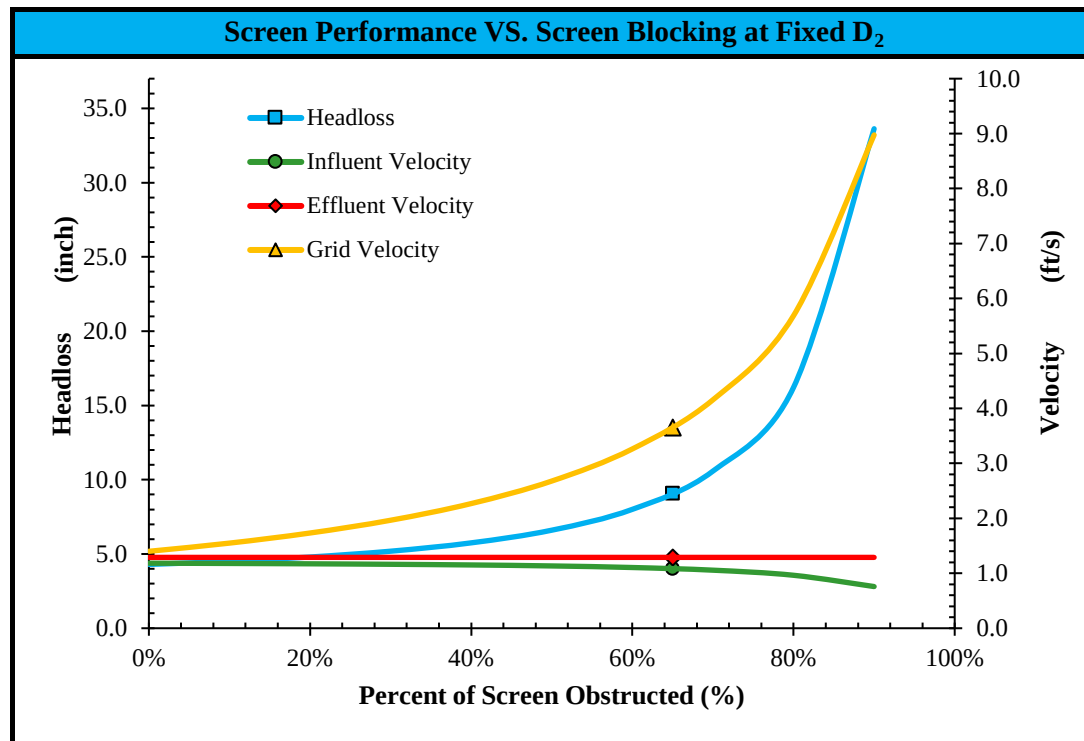
By: RH

Checked: JMB

Model # CF 28 - 36 - 197 - 3 - P

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	57.08 in		1450 mm	
D ₂	Downstream Water Depth	48.00 in		1219 mm	
ΔH	Total Headloss	9.08 in		231 mm	
F	Freeboard	50.92 in		1293 mm	
V ₁	Influent Channel Velocity	1.08 ft/s		0.33 m/s	
V _T	Throat Velocity of Screen	2.65 ft/s		0.81 m/s	
V _G	Velocity Through Grid	3.66 ft/s		1.12 m/s	
V _{Re}	Recess Zone Velocity	2.60 ft/s		0.79 m/s	
V ₂	Effluent Channel Velocity	1.29 ft/s		0.39 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	10.00 MGD	6944 gpm	438 L/s	37854 m ³ /d
D ₁	Upstream Water Depth	56.32 in		1431 mm	
D ₂	Downstream Water Depth	47.00 in		1194 mm	
ΔH	Total Headloss	9.32 in		237 mm	
F	Freeboard	51.68 in		1313 mm	
V ₁	Influent Channel Velocity	1.10 ft/s		0.34 m/s	
V _T	Throat Velocity of Screen	2.69 ft/s		0.82 m/s	
V _G	Velocity Through Grid	3.71 ft/s		1.13 m/s	
V _{Re}	Recess Zone Velocity	2.65 ft/s		0.81 m/s	
V ₂	Effluent Channel Velocity	1.32 ft/s		0.40 m/s	



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Great White Center Flow Screen Hydraulic Performance



Tel: 813-818-0777 Fax: 813-818-0770

Project: Deland, FL

Date: 7/25/2023

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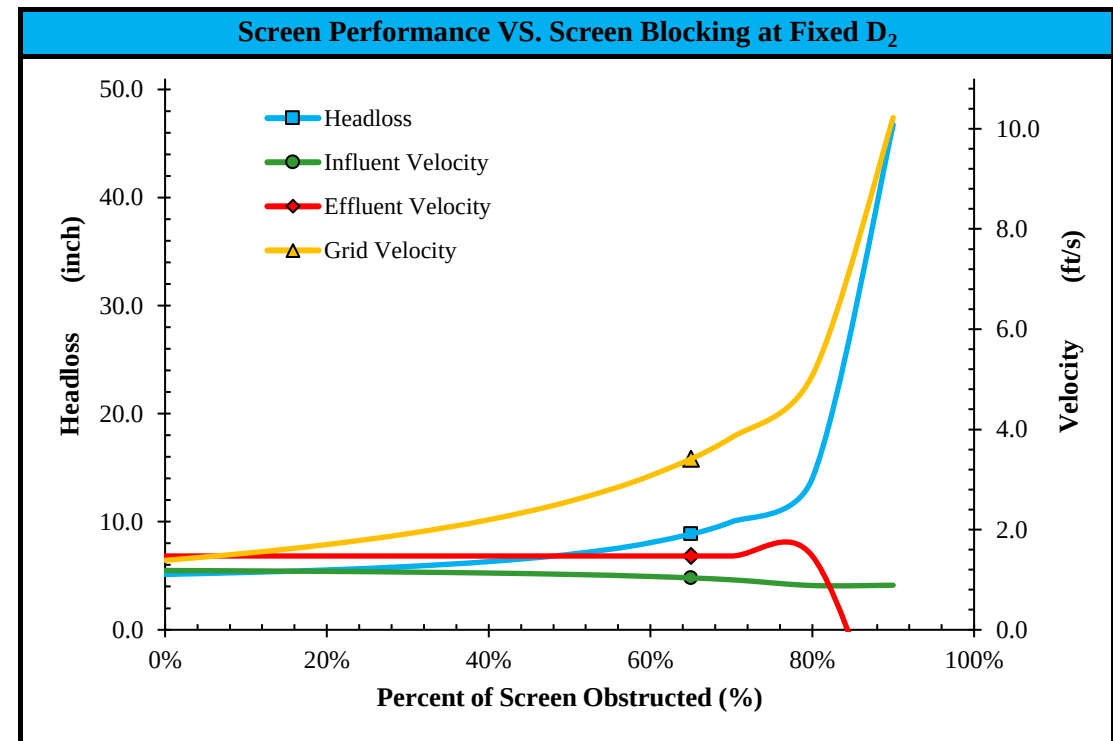
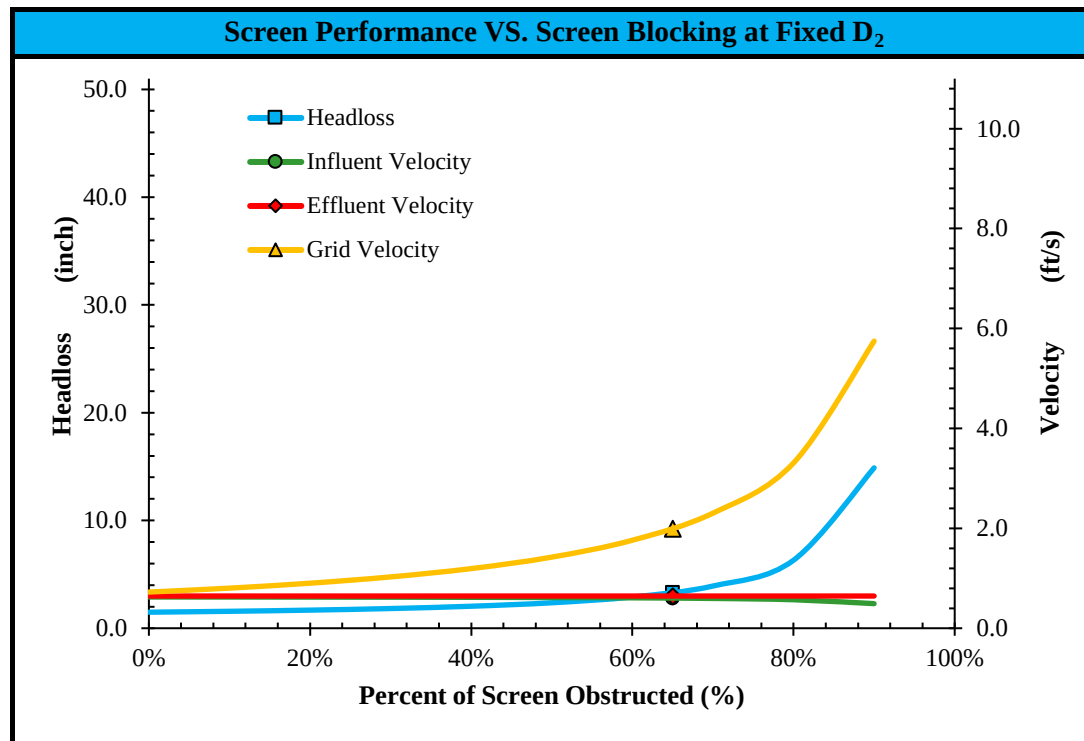
By: RH

Checked: JMB

Model # CF 28 - 36 - 197 - 3 - P

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	5.00 MGD	3472 gpm	219 L/s	18927 m ³ /d
D ₁	Upstream Water Depth	51.32 in		1304 mm	
D ₂	Downstream Water Depth	48.00 in		1219 mm	
ΔH	Total Headloss	3.32 in		84 mm	
F	Freeboard	56.68 in		1440 mm	
V ₁	Influent Channel Velocity	0.60 ft/s		0.18 m/s	
V _T	Throat Velocity of Screen	1.49 ft/s		0.45 m/s	
V _G	Velocity Through Grid	2.00 ft/s		0.61 m/s	
V _{Re}	Recess Zone Velocity	1.32 ft/s		0.40 m/s	
V ₂	Effluent Channel Velocity	0.64 ft/s		0.20 m/s	

Fixed D ₂ Condition @ 65% Obs		English Units		SI Units	
Q	Flow Rate	5.00 MGD	3472 gpm	219 L/s	18927 m ³ /d
D ₁	Upstream Water Depth	29.88 in		759 mm	
D ₂	Downstream Water Depth	21.00 in		533 mm	
ΔH	Total Headloss	8.88 in		226 mm	
F	Freeboard	78.12 in		1984 mm	
V ₁	Influent Channel Velocity	1.04 ft/s		0.32 m/s	
V _T	Throat Velocity of Screen	2.88 ft/s		0.88 m/s	
V _G	Velocity Through Grid	3.42 ft/s		1.04 m/s	
V _{Re}	Recess Zone Velocity	2.85 ft/s		0.87 m/s	
V ₂	Effluent Channel Velocity	1.47 ft/s		0.45 m/s	



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Great White Center/Dual Flow Screen

Highest Screenings Capture Ratio Available

- Independently certified¹ highest SCR water/wastewater screen
93.25% with 2mm opening
84% with 6mm opening
- Continuous band screen design eliminates bypass and carryover
- Excellent sensitive process and membrane protection
- Proprietary design features easily capture and offload screenings including rags and stringy material
- All T304 or T316 stainless steel fabrication

About the Great White Center/Dual Flow Screen

The Great White Shark is an apex predator that rules almost every body of water around the world. Like the Great White, our Center/Dual Flow Screen is designed and manufactured at the pinnacle of quality and dominates application environments.

The Great White Center/Dual Flow continuous band screen is designed to handle low-to-high flows and has been independently¹ certified to have the highest screenings capture ratio of all band screens on the market. Dual spray wash, patented grid design, proprietary sealing system and UHMWPE guide links make this an exceptional product for the filtering and offloading of water and wastewater screenings.



¹ UK Water Industry Research in National Screen Evaluation Facility Inlet Screen Evaluation Comparative Report (1999-2011)

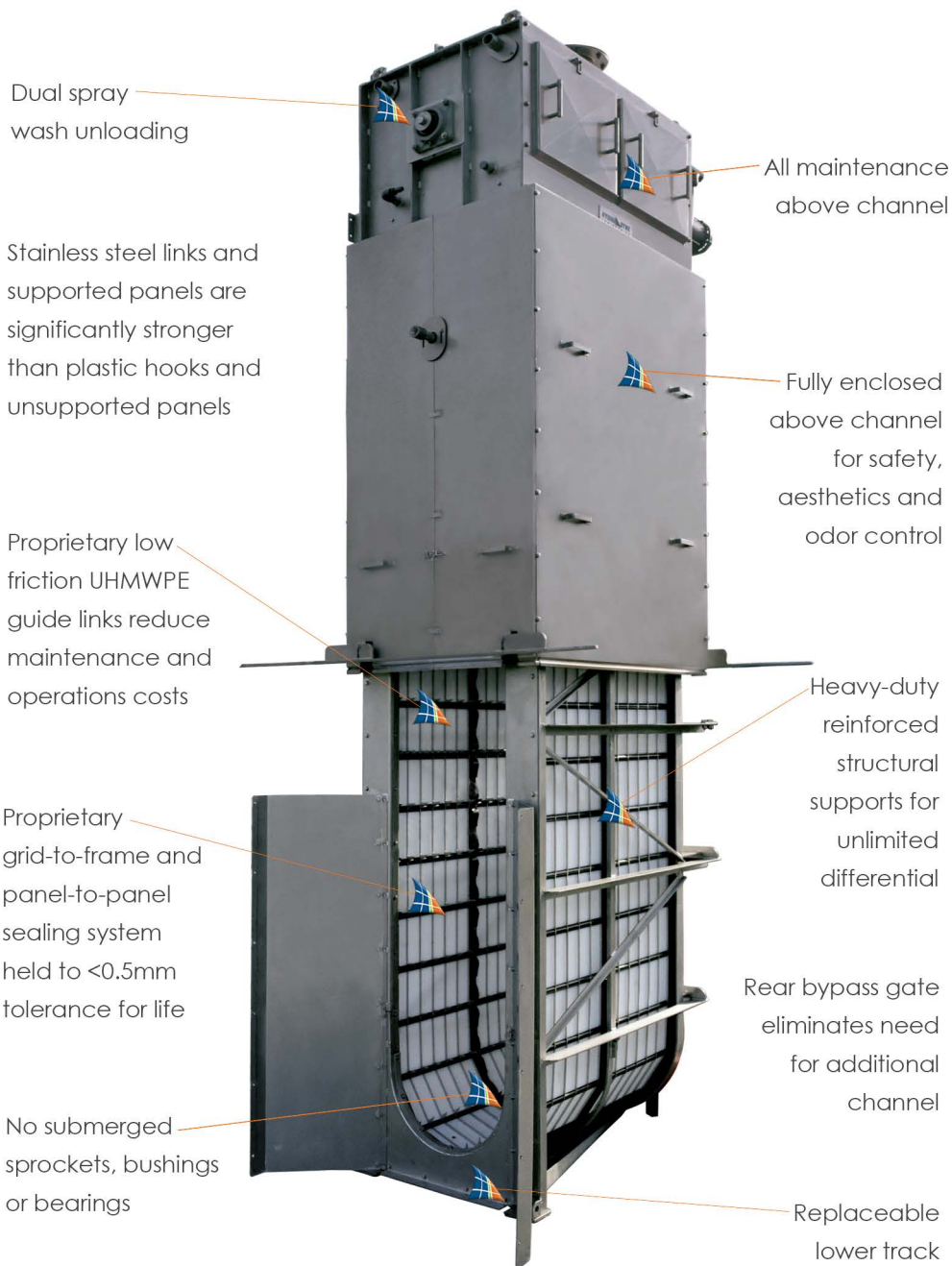
To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO-DYNE
ENGINEERING
Designed to Protect. Built to Perform.TM
Page 931 of 1257



At-a-glance

models

Center Flow (center entrance/side exit)
Dual Flow (side entrance/rear exit)

grid opening range

0.5-25mm

flow capacity

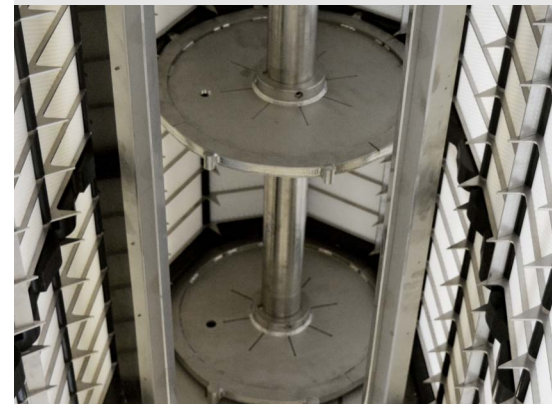
0.1mgd (5 L/s) to 125+mgd (5,500+ L/s)

grid types

Stainless steel laced link
Stainless steel wire mesh
Stainless steel perforated panel
UHMWPE perforated panel

Patented Drive Features

- Grid does not contact drive or unloading mechanism
- Direct drive uses no chains or sprockets
- Fully supports grid for negligible wear
- Fractional hp requirements



Optional Equipment

- Specialty stainless steel construction
- Cold weather/freeze protection
- Basic to sophisticated automation controls
- Sectional construction for restricted area assembly
- Integrated screenings handling equipment
- Electric, hydraulic or explosion-proof drives



To learn more visit: www.hydro-dyne.com
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Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

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ISO 9001:2015 Certified

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Page 932 of 1257



Whitetip Shark Washing Compactors

Robust, High Performing Design to Meet Your Application Needs

- Multiple models and options to suit individual applications
- Designed to collect, dewater, condition, compact and transport screenings from any screen, launder/slucice or conveyor to any waste disposal drop point
- Weight reduction up to 80%
- Screening volume reduction up to 85%
- Organic removal up to 95%
- Dewatered screenings dry solids content up to 40% (depending on material to be dewatered)
- Screenings meet strict landfill requirements (EPA 9095 Paint Filter Test)
- All T304 or T316 stainless steel fabrication
- Heavy duty AR400 Auger for long wear life and ability to crush large objects
- Standard screw diameters: 6", 8", 10", 12", 16" and 20"



Whitetip Shark Family of Washing Compactors

The Whitetip Shark is a fierce but slow-moving shark, notable for its long, rounded fins which feature an iconic white tip. Hydro-Dyne's family of Whitetip Shark Washing Compactors thoroughly wash and compact screenings to produce the clean, compact white screening plugs they are known for by efficiently returning organics to the channel. Every compactor is custom-designed for individual applications, taking into account the type of flow and solids collected. Multiple models are available to ensure organic material is returned to the treatment plant's process and inorganic materials are separated, cleaned and dewatered in the most effective and efficient way possible. Stainless steel construction with a hardened alloy auger provides an enduring solution to exceed performance and disposal requirements.



To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

Coarse Screens | Fine Screens | Screenings Handling | Grit Removal Equipment

Designed & Manufactured in the USA 
 4750 118th Avenue North Clearwater, FL 33762

ISO 9001:2015 Certified

HYDRO-DYNE
 ENGINEERING
Designed to Protect. Built to Perform.™
 Page 933 of 1257



Whitetip Shark Washing Compactor

The Whitetip Shark Washing Compactor features screenings drainage and compaction zones. Stainless steel flights and anti-rotation bars improve compaction and provide reliable equipment performance and life.

 Drainage/Washing

 Compaction



Whitetip Shark with Enhanced Dewatering

The Whitetip Shark Washing Compactor with Enhanced Dewatering features screenings drainage and rinse/compaction zones. Hardened Alloy screw and AR-400 flights greatly improve compaction and equipment reliability in harsh environments.

 Drainage/Washing

 Rinse/Dewatering

 Compaction

Whitetip Shark with Enhanced Wash/Dewatering

Up to 80% decrease in the total weight of solids output and up to 90% organic removal is achieved by this model with the addition of a washing zone and additional wash cycle. Operation includes a reversing function to the auger and timers so that the screened material is aggressively agitated during a longer wash cycle. Organic material is further broken down and washed back into the system through the drain. Rinse/Dewatering zone thoroughly rinses and compacts captured screenings.

 Drainage/Washing

 Enhanced Washing

 Rinse/Dewatering

 Compaction

Optional Equipment

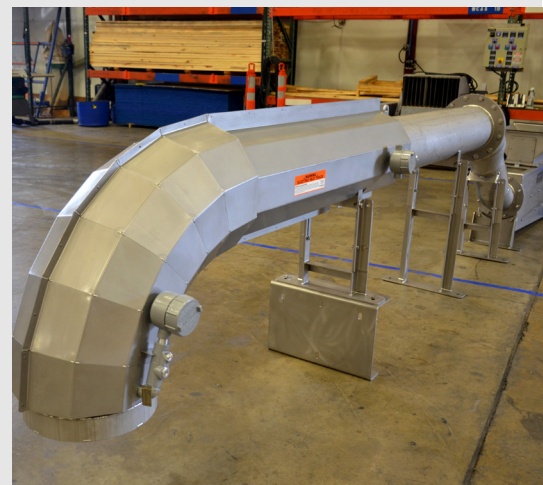
- Basic rinsing to thorough washing
- Integrated models located within screens
- External models fed via sluice or conveyor
- Trough types: perforated, slotted, wedgewire
- Shafted or shaftless flight
- Electric or hydraulic drive
- Cold weather/freeze protection

Discharge Options

- Dual Bearing: Dewatering
- Reduction Flange: Dewatering and some compaction
- Hinged Gate: Dewatering and compaction
- Press Elbow: Maximum dewater and compaction plus elevation

Screenings Collection Options

- Screenings collection bagging system
- Self-leveling bins
- Stainless steel discharge chute
- Lay flat hose or flexible pipe



To learn more visit: www.hydro-dyne.com
sales@hydro-dyne.com | +1 (813) 818-0777

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Page 934 of 1257



4750 118th Ave. North | Clearwater, FL 33762

Ph (813) 818-0777 | Fax (813) 818-0770

Made in the USA 

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 25 - Grit Collection & Washing Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Hydro International/MKS							
		Cameron Young							
		407-913-7177							
Base Bid Before Alternates		\$	1,250,000.00						
HeadCell Grit Concentrators Package	Y	\$	562,470.00		\$	-		\$	-
Grit Pumps Package	Y	\$	70,610.00		\$	-		\$	-
Grit Washing & Dewatering Package	Y	\$	445,440.00		\$	-		\$	-
Electrical/Controls Package	Y	\$	158,780.00		\$	-		\$	-
Start-Up Services	Y	\$	12,600.00		\$	-		\$	-
Indemnification	Y	\$	100.00		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
Alternates/Adjustments		\$	-						
Supply CompactLogix PLC		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
		\$	-		\$	-		\$	-
Bid Document Requirements									
Bid Form		Y							
Clarifications / Exceptions		Y							
Acknowledged Addenda		Y							
SRF Davis Bacon		N							
SRF AIS & BABA		N							
Additional Notes									
		Tax not included							
		MicroLogix PLC included							
SUBTOTAL:		\$	1,250,000.00		\$	-		\$	-
Bond Adjustment (If not Included):	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-
Scope Adjustment:		\$	-						
Total Adjusted Scope:		\$	1,250,000.00		\$	-		\$	-
		\$ 1,250,000.00		NO BID		NO BID		NO BID	

Recommend award to:

Hydro International (Moss-Kelley Services)

Adam Bergdahl

From: Cameron Young <cjy@mosskelley.com>
Sent: Thursday, August 3, 2023 11:35 AM
To: Adam Bergdahl; Dwayne Kreidler
Subject: RE: City of Deland-Wiley M. Nash WRF-Hydro International
Attachments: 080323 Deland, FL Firm Scope.pdf

Hi Adam,

Updated bid form from Hydro International attached. Hoping everything goes smoothly for you folks today.

Sincerely,



Cameron Young

O: 407.805.0063

C: 407.913.7177

W: www.mosskelley.com

725 Primera Blvd., Suite 155
Lake Mary, FL 32746

From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Wednesday, August 2, 2023 4:27 PM
To: Cameron Young <cjy@mosskelley.com>; Dwayne Kreidler <dkreidler@whartonsmith.com>
Subject: RE: City of Deland-Wiley M. Nash WRF-Hydro International

Cameron,

Thanks for taking a moment to call and discuss this altered chute. For now, we'll keep this budget in our back pocket. No additional action needed at this time.

For the Hydro bid, they need to completely fill out the bid form in accordance with the bid manual. I have attached the latest revision that was provided with Addendum #2. Please complete the bid form and return to me.

Thank you,

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Cameron Young <cjy@mosskelley.com>
Sent: Wednesday, August 2, 2023 4:09 PM
To: Dwayne Kreidler <dkreidler@whartonsmith.com>

Cc: Adam Bergdahl <abergdahl@whartonsmith.com>

Subject: RE: City of Deland-Wiley M. Nash WRF-Hydro International

Hey Guys,

I just spoke with Matt over at Mead Hunt, and he inquired about whether Hydro can provide their traditional inlet chute that will simplify the concrete forming and pouring. The answer is yes. The older design does require more 316 stainless steel, so there is a cost adder.

Hydro is short staffed and direct bids to a CMAR require management approval, so changing our bid form at this stage is not practical. Instead, we can offer a conservative budget price adder of \$50,000.00 total to extend the chutes for both HeadCells.

Please let us know of any questions.

Sincerely,



Cameron Young

O: [407.805.0063](tel:407.805.0063)

C: [407.913.7177](tel:407.913.7177)

W: www.mosskelley.com

725 Primera Blvd., Suite 155
Lake Mary, FL 32746

From: Cameron Young

Sent: Wednesday, August 2, 2023 2:24 PM

To: Dwayne Kreidler <dkreidler@whartonsmith.com>

Cc: 'Adam Bergdahl' <abergdahl@whartonsmith.com>

Subject: City of Deland-Wiley M. Nash WRF-Hydro International

Dwayne,

Please find the attached Bid Form submitted on behalf of Hydro International for the Grit Removal system specified in Section 46 23 23. If you have any questions, please let us know.

Sincerely,



Cameron Young

O: [407.805.0063](tel:407.805.0063)

C: [407.913.7177](tel:407.913.7177)

W: www.mosskelley.com

725 Primera Blvd., Suite 155
Lake Mary, FL 32746

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Grit Collection & Washing Package
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydro International
Contact Name: Pat Herrick Title: Director, AWW Sales
Address: 2925 NE Aloclek Dr., Suite 140, Hillsboro, OR 97124

Phone Number: 503-679-0273 Fax: 503-615-2906

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☒	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents. See Hydro's Scope
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program. See Hydro's Scope
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23 No. 3 Dated 7/28/23

No. 2 Dated 7/24/23 No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary. See Hydro's Scope
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Q

Item No.	Brief Description of Item	UM	Unit Price	Total Price
1.	HeadCell Grit Concentrators Package	2 EA	\$ <u>281,235.00</u>	\$ <u>562,470.00</u>
2.	Grit Pumps Package	2 EA	\$ <u>35,305.00</u>	\$ <u>70,610.00</u>
3.	Grit Washing & Dewatering Package	2 EA	\$ <u>222,720.00</u>	\$ <u>445,440.00</u>
4.	Electrical/Controls Package	1 LS	\$ <u>158,780.00</u>	\$ <u>158,780.00</u>
5.	Payment & Performance Bond	1 LS	\$ <u>NA</u>	\$ <u>NA</u>
6.	Start-Up Services	1 DAY	\$ <u>12,600.00</u>	\$ <u>12,600.00</u>
7.	Indemnification	1 LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:				\$ <u>1,250,000.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package Complete	<u>16 wks from fully executed PO</u>

2. Grit Equipment Delivery from Formal Written Release

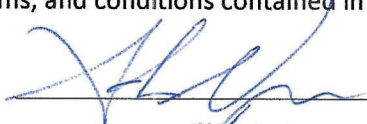
20 wks from release to fabrication**SRF & BABA CONFORMANCE**

See Hydro's Scope

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Adam Neumayer, Managing Director AWW

Print Name / Title

8/1 /23

Date

August 1, 2023

To: Mr. Dwayne Kreidler, PE
Wharton-Smith, Inc.

RE: Vortex Grit Removal Equipment - Spec Section 46 23 23
Wiley M. Nash WRF
Deland, FL
File #21_11_0510

Hydro International is pleased to present our quote for a HeadCell® Grit Removal, Classification, Washing, and Dewatering System. The system will meet the requirements described in Section 46 23 23 with comments noted below.

Comments / Exceptions

- Hydro's requested Payment Terms are as follows and are prefaced on the following timeline:
Receipt of a purchase order by January 30, 2024, release to fabrication by July 18, 2024, and shipment of the equipment prior to November 5, 2024.

Milestone	Incremental Payment	Cumulative Payment
Upon Fully Executed PO	10%	10%
Upon Approval of Shop Drawings	10%	20%
Upon Release to Fabrication	10%	30%
Upon Delivery of Equipment to Site	65%	95%
Upon Final Acceptance or 45 days following completion of equipment start up	5%	100%

- Two (2) Pinch valves by Red Valve are included, one for each HeadCell® underflow. Specifications for this valve have not been provided for Hydro's review, see cut-sheet attached.
- Bid Package 4.5.1: Reference to LD's, have not found what they are \$ amount or on what date they start so need that sorted before we say "yes".
- Bid Package 5.3.3: "No modifications to the sample agreement will be allowed" – Hydro has experienced issue with this requirement on Wharton-Smith projects because we haven't yet had a contract that has been deemed OK when received at PO time - not all projects are the same.
- Bid Package 6.1.1: Hydro will not be supplying any installation labor. Equipment shall be installed by a contractor.
- Bid Package 6.1.1.C: Pumps will be supplied by others.
- Bid Package 6.1.1.E: Hydro's scope will exclude any interconnection piping/appurtenances between equipment and wiring/conduit between electrical components.
- Bid Package 6.3.3: Hydro shall be bound to the extent applicable to Hydro's scope of supply. Hydro is an equipment supplier and not a contractor or subcontractor.
- Bid Package 6.5.12 Hydro assumes that our equipment does not need to comply with AI&S requirements per AI&S Guidance Document Question/Answer #22 stating electrical equipment and controls are not required to comply.
- Velocity at the mouth of the HeadCell® unit at peak flow must be ≤ 3 ft/s.
- 46 23 23
 - 2.01.A.4: The expanded unit with 10 trays will have 636 ft² of surface area.
 - 2.01.A.5: The expanded unit with 10 trays will have a 11.4 gpm/ft² loading rate.
 - 2.06.A.2: NPW requirements for each unit shall be 25 gpm intermittent for the FOG spray system
 - 2.02.A.6: Motor speed will be 900 rpm. VFDs in control panel will reduce speed to 682 rpm.
 - 2.02.A: For a gravity flow system:
 - The head on the grit transfer line will vary as the water level in the HeadCell tank fluctuates when the influent flow varies. Instrumentation and a means for flow control will be needed to monitor and modulate grit slurry flow as appropriate for the grit washing/dewatering system.

Hydro International

2925 NE Alcock Suite 140 · Hillsboro, OR 97124

Tel: (866) 615-8130 Fax: (503) 615-2906 Web: hydro-int.com

- The design engineer is responsible for designing the piping and valving to maintain the appropriate flow rate. They will also need to ensure they account for any headloss associated with the grit washing/dewatering system.
- The design engineer should include a means to shut off flow between the HeadCell and grit washing/dewatering system. This can be done with isolation valves supplied by others.
- The design engineer should include a means to monitor the grit slurry flow rate with a high/low alarm. This can be done with a magnetic flow meter supplied by others.
- The design engineer should include a means to throttle the flow linked to the flow monitoring if it's too high based on hydraulics. This has been done in the past with a pinch valve supplied by others. Ensure that the valve used is a full port type that does not reduce the diameter of the grit slurry pipe. Note that any throttling valve will be exposed to abrasive material which may accelerate wear.
- Rags and stringy material are inevitable in the headworks area. For this reason, it is important to include clean-out access around valves and instrumentation. The type of flow throttling valve will vary depending on engineer/owner preference. We recommend that the throttling valve be fully opened on a preventative maintenance basis to minimize accumulation of debris at the throttling valve.

11. Drawings

M120-2: Access hatches will be required for each fog spray nozzle's maintenance. Hydro will provide a layout through the submittal process for where those nozzles will be located.

M120-02: Note 20: Hydro can provide a 4" connection to remove the reducer called out.

M120-3/M120-5: The 9' diameter 10 tray HeadCell unit requires a tank depth of 15'-7.5". We are currently seeing a tank depth of 13.88' (44.25-30.37). The top tray of the expanded unit should be 12" below the weir elevation. Assuming a tank bottom at 30.37 the weir should be at EL 45.99.

M120-3: The influent opening to the Headcell is significantly higher, EL 44.25, than the influent pipe elevation of 39.84 into the influent concrete channel. Hydro's concern with this ~4.5' elevation increase is grit settling before it can reach the influent of the HeadCell unit. Hydro requires a 2-3 ft/s velocity at the mouth of our duct at peak flow. At lower flows this velocity will be less and may not allow grit to reach the HeadCell tank due to the elevation difference. Hydro can revise our equipment layout to bring the influent invert required for our HeadCell down closer to the 39.84 EL.

Check valves (#18) are not recommended in vertical runs of grit slurry lines due to blockage concerns.

Hydro recommends the organics discharge of the GritCleanse be routed downstream of the HeadCell unit to prevent an ever-increasing solids concentration loop around the grit system.

M120-1: See comment above on M120-3. With this change, the Headcell will move closer to the influent channel and reduce the currently called out 8'-10" dimension.

I012 (top/left) shows that a Fiber Optic communication cable is being brought to each Grit System control panel. This is not referenced in 46 23 23. Hydro has accounted for this in our scope.

12. All piping connected to Hydro equipment must be supported by other means than the Hydro equipment.
13. Discharge from Hydro's equipment shall be to the atmosphere. There shall be no backpressure created by downstream piping connected to Hydro's equipment.
14. The dumpster receiving the discharged grit shall have a drain.
15. Please see the exclusions detailed in the proposal below.

Equipment Summary

1. Two (2) 9' 8 expandable to 10 tray HeadCell® Grit Concentrator units shall be supplied. Each HeadCell® shall consist of a stack of nested trays. The trays shall be fabricated from UV stabilized LDPE and shall be supported by a 316 SS frame integral to the unit. All flow passages shall be self-cleaning and free of sharp projections or fittings that may snag stringy or fibrous materials. The HeadCell® trays shall be constructed with a minimum ¼ inch material pans and sidewalls. The Tray Supports shall be fabricated to provide a means to independently support each tray and transfer

the weight of each tray to the support structure frame. The HeadCell® will securely fit into a support structure frame containing the screened raw wastewater inlet connection, necessary hardware, and connections. Each HeadCell® Concentrator shall be equipped with a settled solids underflow connection for collection and removal of settled solids. The settled solids are pumped to the GritCleanse™ Grit Washing units from the HeadCell® units.

Each unit shall remove 95% of all grit (S.G. 2.65) 106 micron and larger at a peak flow of 8 mgd. Each unit shall have 12 inches of headloss at the peak flow.

2. Two (2) 84" Hydro GritCleanse™ Grit Washing and Dewatering Units rated for up to 1.5 yd³/hr shall be provided. Each unit shall have one (1) 6" flanged inlet connection, one (1) 8" flanged outlet connection, and one (1) 4" flanged organics discharge connection. Flanges will conform to ANSI B16.1 bolt patterns. Each unit shall have two (2) - 3" threaded drain connections, and one (1) - 1" NPT connection for fluidizing water and one (1) - 1" NPT organics port flush connection. Each Hydro GritCleanse™ shall be fabricated from 316 SS and exterior surfaces shall be acid washed. The support structure at the head end shall be an A-frame.

Each unit shall remove 95% of all grit (S.G. 2.65) 75 micron and larger at flow of 250-300 gpm and a solids concentration not to exceed 1.5% and produce a final output with less than 5% volatile solids and greater than 90% total solids at a flow rate of 250 gpm.

3. Two (2) Hayward Gordon TORUS XR4-7 horizontal mount recessed impeller grit pumps shall be supplied for distribution of the HeadCell® underflow to the Hydro GritCleanse™ unit. Each pump shall be designed for 200 gpm at 5 ft of TDH. Each pump shall have a Ni-hard (650 BHN) impeller, casing and wear plate, John Crane Type 1 single mechanical seal (SC faces). The motors shall be 3 hp, 900 rpm, TEFC, 3 phase, 60 hertz, 460 volt. Each pump uses a direct drive with flexible coupling and accommodates 0.5 to 2.0% solids concentrations.
4. Two (2) wall mount control panels shall be supplied. Each control panel shall have a NEMA 4X 316 stainless steel enclosure, and shall be rated at three phase, 480 VAC. Each panel shall include an AB Micro850 PLC with 4" HMI, all relays, timers, switches, variable frequency drives, and indicator lights to operate one (1) HeadCell® FOG system, one (1) GritCleanse™ unit, and one (1) grit pump in either fully automated or manual mode.
 - a. Additionally, one (1) NEMA 4X 316SS local E-stop station shall be supplied for each GritCleanse unit.

Appurtenances Per Unit

HeadCell® Grit Concentrator

DESCRIPTION	QTY
Fluidizing Water Throttling Globe Valve 1" TaChen Globe Valve, Stainless Steel	1
Fluidizing Water Shut-off Valve 1" Apollo Ball Valve, Stainless Steel	1
Fluidizing Water Flow Meter 1" 2-20 gpm Dwyer Flow Meter, Acrylic	1
Floatables Spray System Supply Water Shut-off 1-1/2" JD Gould Solenoid Valve (NEMA 4X, 120VAC)	1
Floatables Spray System Supply Pressure Gauge Ashcroft Pressure Gauge, 0-100psi, w/ Diaphragm Seal	1
Anchor Bolts – Support Frames Hilti 316SS 3/8" x 5 1/8" HAS Anchor Rods for use with HIT HY 200 Anchor System	4
Anchor Bolts –Underflow Collectors Hilti 316SS 3/8" x 5 1/8" HAS Anchor Rods for use with HIT HY 200 Anchor System	4
Anchor Bolts – Inlet Duct Hilti 3/8" HDI 3/8 SS Drop in anchors	set

Underflow Throttling Valve 4" Red Valve Pinch Valve, Cast Iron	1
---	---

Hydro GritCleanse™ Grit Washing and Dewatering Unit

DESCRIPTION	QTY
Pressure Sensor 1" VEGA, (NEMA 4X, 24VDC)	1
Auger Drive Motor 2 hp SEW 3 phase 460 VAC Motor, TENV	1
Auger Gear Reducer SEW Eurodrive Reducer (ratio=166.47:1)	1
Agitator Drive Motor 1.0 hp SEW 3 phase 460 VAC Motor, TENV	1
Agitator Gear Reducer SEW Eurodrive Reducer (ratio=170.85:1)	1
Organics Discharge 4" Milliken Plug Valve, Cast Iron, w/ Triac Electric Actuator (NEMA 4X, 120 VAC)	1
Fluidizing Water Shut-off 1" Apollo Ball Valve, Stainless Steel	2
Fluidizing Valve and Supply Water Shutoff 1" JD Gould Solenoid valve, Stainless Steel (NEMA 4X, 120V AC)	1
Organics Flush Water Shut-off 1" Apollo Ball Valve, Stainless Steel	1
Organics Flush Valve and Supply Water Shutoff 1" JD Gould Solenoid valve, Stainless Steel (NEMA 4X, 120V AC)	1
Fluidizing Water Flow Meter 1" Lake Monitors ClearView, 1-30gpm Flow Meter, Polysulfone	1
Fluidizing Pipe Manifold Isolation 1/2" Apollo Ball Valve, Stainless Steel	4
Drain Valve 3" Apollo Ball Valve, Stainless Steel	1
Anchor Bolts – Classifier Frame Hilti 316SS 3/4" x 9 5/8" HAS Anchor Rods for use with HIT HY 200	16
Hilti HY 150 Refill Pack Anchor Adhesive Material for use with HAS Rods	1

Utility Requirements

Clarified NPW or Reuse Water:

Each HeadCell® unit requires continuous 11 gpm @ 50 +/- 10 psig of clarified water for "fluidizing" to function properly and an additional intermittent 25 gpm @ 50 +/- 10 psig of clarified water for the floatables spray system for 1-5 minutes every hour.

Each Grit Pump shall require a minimum 0.5-1.0 gpm regulated to 5-10 psi over the max pump discharge pressure (15 psi over seal housing pressure).

Each Hydro GritCleanse™ unit requires continuous 25 gpm @ 50 +/- 10 psig of clarified water to function properly and an additional intermittent 25 gpm @ 50 psig of clarified water for the organics port flush for 30 seconds every 60 minutes.

Spare Parts

No spare parts are included or recommended in this scope of supply.

Start-up

One (1) factory trained representative, two (2) trips, for start-up and instruction services as required totaling four (4) days.

Exclusions

Any item(s) not specifically described above are excluded and are not to be supplied by Hydro International including but not limited to the following:

- Field assembly, erection, and installation
- Interconnecting piping and valving not expressly stated above
- Pipe connections and fittings not expressly stated above
- All pipe supports, hangers and braces
- Controls, switches, control panels and instrumentation of any kind not expressly stated above
- Wiring and conduit
- Grit pump(s) and associated piping, valving, gauges, sensors
- Field or touch-up paint, painting, blasting and touch-up of surface finish
- Spare parts not specifically stated above
- Unloading, hauling and storage charge
- Lubricating oil and greases
- Grit study, field performance testing, laboratory testing and sample collection and analysis
- All concrete and grouting work
- Insulation and heat tracing of any kind, including controls/powering
- Structural / Seismic analysis
- Bonds of any kind (Performance, Payment, Warranty, Efficacy and/or Supply Bond)
- Grit dumpsters
- Translation Services
- Extended Discharge chutes (flexible or rigid)
- Access platforms, ladders, stairs, walkways, railing, hatches
- Equipment covers/grating

Insurance Limitations

- Commercial General Liability is limited to \$1,000,000 each occurrence
- Automobile combined single limit of \$1,000,000 each occurrence
- Worker's Compensation is limited to \$1,000,000 each accident
- Excess Liability \$4,000,000 on each of the above

Warranty

Hydro International's Standard Warranty shall apply per the Terms and Conditions of Sale (estimated start date 11/5/24).

Delivery

Please allow 14-16 weeks after receipt of purchase order for approval drawings. Shipment is typically a maximum of 18-20 weeks after receipt of "Approved" or "Approved As Noted, Resubmittal Not Required" submittal package. In current market conditions, these times may require adjustment. Price includes truck freight to jobsite but does not include any state or local taxes if required. Timelines are based on typical workloads and with current market conditions they are taking longer. The grit removal system shall be delivered to site fully fabricated, subject to size, packaging, and transportation constraints. The General Contractor must inspect equipment prior to unloading and notify Hydro International of any damage to equipment within 5 days to effect proper remedial action. Failure to notify Hydro International of damage to equipment prior to unloading will void all warranties pertaining to subject equipment.

Terms & Conditions

Hydro International payment terms are detailed in the attached terms and conditions. The pricing submitted herein is based on specification sections and drawings issued to Hydro 6/27/23 and Addendum 1 issued 7/10/23 and Addendum 2 issued

7/24/23. Any changes to the scope of supply required by changes to these specification sections or other sections and drawings not provided to Hydro International as listed above may require the price to change. Hydro International reserves the right to amend the price if changes are required due to changes to the provided specifications or to meet requirements for sections not made available at the time of this quote. Price includes truck freight to jobsite and does not include any state or local taxes if required. The prices quoted are firm based on receipt of a purchase order by January 30, 2024, release to fabrication by July 18, 2024, and shipment of the equipment prior to November 5, 2024. For any delays in delivery which are beyond Hydro International's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Hydro.

Purchase Order

Please make purchase orders to:

Hydro International
2925 NE Alcolek Drive, Suite 140
Hillsboro, OR 97124

Local Representative

Plant Representative:

Mr. Cameron Young
Moss-Kelley, Inc.
725 Primera Blvd, Suite 155
Lake Mary, FL 32746
Phone (407) 805-0063
Fax (407) 805-0062
cjl@mosskelley.com

If you have any questions or concerns, do not hesitate to contact me.

Regards,

Hydro International

A handwritten signature in black ink that reads "Lindsey Schweitzer".

Lindsey Schweitzer
Application Engineering Manager

Standard Terms and Conditions of Sale

1. **DEFINITIONS.** "Hydro" is Hydro International with an address of 2925 NE Aloclek Drive #140 in Hillsboro, Oregon. "Buyer" is the party purchasing the goods from Hydro.
2. **ENTIRE AGREEMENT.** Hydro's agreement is based on these terms and conditions of sale. This document, together with any additional writings signed by Hydro, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained, or waived by parol evidence, Buyer's purchase order, any course of dealing, Buyer's payment or acceptance, or in any other way except in writing signed by Hydro through its authorized representative. These terms and conditions are intended to cover all activity of Hydro and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Hydro's obligations hereunder are expressly conditioned on Buyer's assent to these terms and conditions. Hydro objects to any terms that are different from, or additional to, these terms and conditions. Any applicable detail drawings and specifications are hereby incorporated and made a part of these Terms and Conditions of Sale insofar as they apply to the material supplied hereunder.
3. **SPECIFICATIONS.** Products are supplied in accordance with information received by Hydro, or its duly authorized agent, from Buyer. Hydro shall have no responsibility for products created or sold based upon inaccurate and/or incomplete information supplied to it. Buyer shall ensure that Hydro receives all relevant information in time to enable it to supply the appropriate products.
4. **INSTALLATION AND APPLICATION OF PRODUCTS.** Products supplied hereunder shall be installed and used only in the application for which they were specifically designed. Buyer should not presume that any products supplied by Hydro may be utilized for any applications other than those specified; nor shall Hydro's obligations, including, without limitation, any warranty obligations, survive Buyer's transfer of products supplied hereunder to third parties unless the products are transferred with Hydro's consent. In addition, Buyer shall not use any product supplied hereunder at any location other than at the location for which Hydro has previously received notice from Buyer. Any breach of any of the foregoing restrictions may amount to an infringement of the patent for the products in question and will in any event void all express or implied warranties relating to the products supplied hereunder.
5. **PURCHASE PRICE AND PAYMENT TERMS.** All prices are in U.S. dollars and all payments shall be made in U.S. dollars. Payment terms are as follows:

Milestone	Incremental Payment	Cumulative Payment
Upon Fully Executed PO	10%	10%
Upon Approval of Shop Drawings	10%	20%
Upon Release to Fabrication	10%	30%
Upon Delivery of Equipment to Site	65%	95%
Upon Final Acceptance or 45 days following completion of equipment start up	5%	100%

If payments are not made in conformance with the terms stated herein, any unpaid balance shall be subject to interest at a rate 1½% per month, but not to exceed the maximum amount permitted by law. If shipment is delayed by Buyer, the previously agreed date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If manufacture is delayed by Buyer, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If at any time in Hydro's judgment Buyer may be or may become unable or unwilling to meet the terms specified, Hydro may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment.

Until payment in full has been received by Hydro, this Standard Terms and Conditions of Sale shall constitute a security agreement and Buyer hereby grants Hydro a purchase money security interest in and to the products produced by Hydro hereunder, and any products or proceeds thereof. In particular:

- a. Hydro will retain an express purchase money security interest in and to the products and all proceeds thereof.
- b. Until full payment for the products is received by Hydro, Hydro reserves the right to retake possession of the products at any time and for this purpose Buyer authorizes Hydro or its duly authorized agent to enter upon land or premises where it believes the product may be.

- c. Proceeds of any disposal of the products shall be held in trust for Hydro pursuant to the terms of the Maine Uniform Commercial Code.
 - d. Buyer grants Hydro a power of attorney for the purpose of filing a UCC-1 financing statement in the name of Buyer to evidence Hydro's security interest in the products.
6. **BACKCHARGES.** In the event that Buyer is required to make repairs, corrections or modifications to the goods supplied by Hydro, it shall only do so upon written approval from Hydro. Backcharges shall be limited to the costs directly associated in making the repairs, corrections or modifications to the goods supplied by Hydro. The costs of such backcharges shall be subject to approval by Hydro and shall be limited to: (1) directly related labor and material costs, (2) directly related equipment and tool rental at prevailing rates in the project location and (3) Buyer's overhead & supervision costs to make repairs, corrections or modifications to the goods supplied by Hydro. Buyer shall submit complete documentation to Hydro's satisfaction including but not limited to labor time sheets, material lists, and rental fees detailing the nature of the back charges. Backcharges shall be in the form of an adjustment to the contract price or reduction in retained payments and not a direct payment. No incidental or consequential backcharges shall be allowed.
7. **DELIVERY.** The goods are sold DDP (Incoterms 2010) jobsite, freight prepaid to Buyer at job site. Except as outlined in Paragraph 8 below, the risk of loss passes to Buyer after Hydro delivers the goods to the jobsite. Hydro reserves the right to select the method of shipment and carrier. Delivery dates are approximate only and are not a guarantee of delivery on a particular day. Hydro is not liable for failure or delays in deliveries of any cause whatsoever beyond the control of Hydro.
8. **TITLE & INSURANCE:** Title to the product(s) and risk of loss or damage shall pass to Buyer upon delivery to a carrier as outlined in Paragraph 7 above, or, in the event Buyer delays shipment, by the previously agreed date of readiness for shipment, except that a security interest in the product(s) or any replacement shall remain in Hydro's name, regardless of the mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to protect Hydro's interest by adequately insuring the product(s) against loss or damage from any external cause with Hydro named as insured or co-insured.
9. **ERECTION:** Unless otherwise stated in writing, the goods provided hereunder shall be assembled and erected by and at the expense of Buyer.
10. **CANCELLATION & BREACH:** Orders placed cannot be canceled, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Hydro's written consent and upon terms which shall indemnify Hydro against all loss. In the event of cancellation or the substantial breach of Buyer's obligations, as by failing to make any of the payments when due, the parties agree that Hydro will suffer a serious and substantial damage that will be difficult, if not impossible, to measure, both as of the time of entering into this purchase agreement and as of the time of such cancellation or breach. Therefore, the parties agree that, upon such cancellation or breach, Buyer shall pay to Hydro the sums set forth herein below, which sums the parties do hereby agree shall constitute agreed and liquidated damages in such event:
- a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of submittal documents by Hydro to Buyer, liquidated damages shall be 10% of the selling price.
 - b. If cancellation or breach shall occur within thirty (30) days from the mailing of submittal documents by Hydro to Buyer, the liquidated damages shall be 20% of the selling price.
 - c. If the cancellation or breach occurs after thirty (30) days from the mailing of submittal documents by Hydro to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the order involved herein by Hydro's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Hydro to Buyer, said sums to be determined at the sole reasonable discretion of Hydro; provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
 - d. If cancellation or breach shall occur after Hydro has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price, less costs associated with startup or field testing.
11. **MATERIALS OF CONSTRUCTION, PAINTS AND COATINGS:** Buyer is responsible for determining the suitability of, and for giving final approval of, the materials of construction, paints, coatings, etc. to be used by Hydro.
12. **WARRANTY:** Any product that proves defective in material, workmanship or design within twelve (12) months after delivery (or entry into storage) (estimated start date 11/5/24) will be, at the discretion of HYDRO, modified, repaired or replaced, or Buyer's payment for the products will be refunded. This shall be Buyer's sole remedy. HYDRO EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED.

This warranty does not cover any defects or costs caused by: (1) normal wear and tear of equipment from designed operation. (2) modification, alteration, repair or service of the goods by anyone other than Hydro; (3) physical abuse to, or misuse of, the goods,

or operation thereof in a manner contrary to Hydro's instructions; (4) any use of the goods other than that for which they were intended; (5) chemicals or components which were not disclosed to Hydro; (6) storage contrary to Hydro's instructions; or (7) failure to maintain the goods in accordance with Hydro's instructions.

This warranty does not apply to component parts of the goods that were not both originally designed and manufactured by Hydro, including, but not limited to, valves and controls. These component parts do not carry any warranties by Hydro, and only carry the warranties, if any, of their manufacturers.

In order for Buyer to make a claim under this warranty, Buyer must promptly, and within the warranty period, notify Hydro in writing of any defect(s) in the goods covered by this warranty. If any defect(s) in the goods covered by this warranty are visible at the time of delivery, Buyer must notify Hydro of the defect(s) in writing within five working days. To make any claim under this warranty, Buyer must also fully comply with written authorization and return instructions from Hydro.

13. **FIELD SERVICE:** Startup/Field Service will only be scheduled upon written request. Buyer shall notify Hydro of schedule requirements at least ten (10) working days in advance, or additional charges may be added to cover late-scheduled travel costs. Additional costs will be limited to those arising out of late-scheduled costs. Should Buyer have outstanding balances due Hydro, no startup / field service will be scheduled until such payments are received by Hydro. Hydro will send documents to Buyer defining the service or startup requirements. Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Hydro's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Hydro shall have the option to bring the Field Service Engineer home and bill Buyer for time, travel and living expenses. Additional field service is available from Hydro at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.
14. **LIMITATION OF HYDRO'S LIABILITY.** Hydro assumes no liability or responsibility for the misuse of its products by Buyer, Buyer's employees, agents or assigns, or other use inconsistent with the use appropriate to the performance specification requirements submitted to Hydro, and Buyer agrees to indemnify and hold harmless Hydro for any loss, costs, expense or liability that it may incur or be put to as a result of misuse or inconsistent use of the products. In addition, Hydro shall have no liability to Buyer for any consequential or incidental damages incurred by Buyer in connection with the contract documents or the products purchased by Buyer. Hydro shall not be liable for any loss which results from delay in delivery caused by any reason beyond its control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or inability to obtain materials or services, any interruption of its facilities, or act of any governmental authority. The total liability of Hydro to Buyer in the form of liquidated damages for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum.
15. **DELAYS AND EXTENSIONS OF TIME.** In the event of any delay in delivery caused by any reason beyond Hydro's control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, pandemics, transportation or inability to obtain materials or services, including related to supply chain disruptions, any interruption of its facilities, or act of any governmental authority, the time for delivery shall be automatically extended during the continuance of such conditions.
16. **INTELLECTUAL PROPERTY.** Hydro shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Hydro) used for the Project, and shall indemnify and hold harmless Hydro against all claims by licensors of such software. Hydro makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by Hydro for the Project and Hydro shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to Hydro, Hydro will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit A.
17. **TAXES.** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Hydro is furnished with a proper exemption certificate relieving Hydro of paying or collecting the tax, excise, duty or levy in question.
18. **INTERPRETATION OF CONTRACT.** This contract shall be construed according to the laws of the State of Maine.
19. **CHOICE OF FORUM.** Buyer and Hydro hereby consent and agree that the United States District Court for the District of Maine or the District Court or Superior Court located in the City of Portland, County of Cumberland, Maine will have exclusive jurisdiction over any legal action or proceeding arising out of or relating to the contract documents, and each party consents to the personal

jurisdiction of such Courts for the purpose of any such action or proceeding. Buyer and Hydro further hereby consent and agree that the exclusive venue for any legal action or proceeding arising out of or relating to the contract documents will be in the County of Cumberland, Maine. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction and venue.

20. **ATTORNEYS' FEES.** If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.
21. **SEVERABILITY.** If any provisions of this contract are held invalid by a court of competent jurisdiction, the remainder of this contract shall not be rendered invalid, and such invalid provisions shall be modified, in keeping with the letter and spirit of this contract, to the extent permitted by applicable law so as to be rendered valid.
22. **ANTI-BRIBERY.** Hydro International will not engage in any form of bribery or corruption. The offering, giving or receiving of bribes is contrary to Hydro International's values and can play no part in the way in which it carries out its business. Hydro requires you to support our approach and implement provisions consistent with our policy through your own organization and your supply chain. Please find a copy of our Anti-Bribery and Corruption Policy on our website at: <https://hydro-int.com/sites/default/files/hydro-international-anti-bribery-and-corruption-policy-february-2022.pdf>

Series 75

Manual Pinch Valve



- ▶ No packing to maintain, ever
- ▶ Same face-to-face as gate, plug or ball valves to 12"
- ▶ Sleeve is the only wetted part, reduces maintenance costs
- ▶ Position indicator, heavy-duty sleeve
- ▶ 100% full-port design
- ▶ Bi-directional, bubble-tight shutoff



Materials of Construction

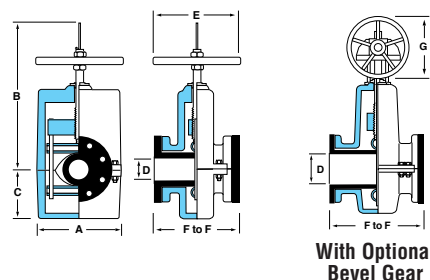
- ▶ Cast iron or aluminum body
- ▶ Sleeves available in Pure Gum Rubber, Neoprene, Hypalon®, Chlorobutyl, Buna-N, EPDM and Vitor®
- ▶ Heavy-duty carbon steel mechanism, (optional stainless steel stem) position indicator, brass bushing and grease fittings
- ▶ ANSI Class 125/150 flanges or metric flanges

The Series 75 manually operated pinch valve is the number-one selling pinch valve in the world today. The Series 75 full port design eliminates dead spots, crevices, seats and bearings where slurry can hang up and impair operation.

The heart of this unique valve is the durable, flexible rubber sleeve which is reinforced with high-strength fabric. The principle of design is very simple; two mechanical pinch bars open and close the elastomer sleeve. The sleeve, which is the only part of the valve exposed to the line process, eliminates maintenance and the need for expensive, exotic body materials. Valve operation will not freeze and operating torques remain constant, even if the valve has remained in the open or closed position for years.

The Series 75 has the same ANSI B16.10 face-to-face as gate, plug or ball valves up to 6". In sizes 8"-12", the ANSI B 16.10 face-to-face is available with a reduced port (see Series 75S dimensions below).

The Series 75 has excellent control characteristics and can be used as a throttling manual control valve. By simply turning the hand-wheel, operators can fine-tune the valve position to maintain a constant rate of flow.



With Optional Bevel Gear

Dimensions Series 75

Valve Size D*	Length F-to-F	Width A	Height		Handwheel Diameter		Working Pressure (psi)**	Valve Weight (lbs)
			B	C	E	G**		
1 x 1/2"	5-1/2"	6-1/4"	10-5/8"	3"	6"	-	150	20
1 x 3/4"	5-1/2"	6-1/4"	10-5/8"	3"	6"	-	150	20
1"	5-1/2"	6-1/4"	10-5/8"	3"	6"	-	150	20
1-1/2"	6-1/2"	9"	11-1/2"	3-5/8"	6"	-	150	34
2"	7"	7-3/4"	14-7/8"	4-1/2"	12"	-	150	50
2-1/2"	7-1/2"	9-3/4"	16-9/16"	4-3/4"	12"	-	150	62
3"	8"	9-1/2"	16-9/16"	5"	12"	-	150	80
4"	9"	10-3/4"	17-3/8"	5-1/2"	12"	18"	150	85
5"	10"	15"	24-1/4"	7-3/4"	24"	18"	150	170
6"	10-1/2"	15-1/2"	24-1/4"	7-7/8"	24"	24"	150	186
8"	16"	19-3/4"	34"	9-3/8"	24"	24"	125	400
10"	20"	24-1/2"	36-7/8"	10"	24"	24"	100	500
12"	24"	35"	40"	11-1/2"	24"	24"	100	650
14"	28"	37"	41-1/2"	14-1/2"	24"	24"	75	1030
16"	32"	40-1/2"	53-1/2"	15-1/2"	24"	24"	50	1250
18"	36"	51"	54-1/2"	16-1/2"	24"	24"	50	1400
20"	40"	40"	59"	17"	36"	30"	50	1610
24"	48"	CONSULT FACTORY						
30"	60"							
36"	72"							
42"	84"							
48"	96"							

* Larger sizes available, consult factory.

** With optional bevel gear.

*** Higher working pressures available, see Series 9000.



Dimensions Series 75S

Flange Size	Port Size D	Length F-to-F	Valve Weight (lbs)
8"	6"	11-1/2"	328
10"	8"	13"	442
12"	10"	14"	687

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

Bid Package 26 - Launder Covers

Wiley M. Nash WRF Expansion & Upgrades
City of DeLand
Thursday, August 3, 2023

Scope Item Description		NEFCO/Heyward						
		Greg Chomic						
		407-948-0332						
Base Bid Before Alternates		\$ 133,370.00						
Launder Covers	Y	\$ 133,270.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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Alternates		\$ -						
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		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		Y						
SRF AIS & BABA		Y						
Additional Notes								
SUBTOTAL:		\$ 133,370.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 133,370.00		\$ -		\$ -		\$ -
		\$ 133,370.00	NO BID		NO BID		NO BID	

Recommend award to:

NEFCO (Heyward Florida)

Adam Bergdahl

From: Chris Truszkowski <chris@nefco.us>
Sent: Wednesday, August 2, 2023 12:34 PM
To: Adam Bergdahl; Dwayne Kreidler
Cc: Justin Compaine
Subject: RE: Deland Wiley M. Nash WRF Expansion - NEFCO Bid Proposal
Attachments: NEFCO - Bid Form- Launder Covers - Rev 1.pdf

Adam,

Sorry about that, I think I grabbed the wrong one.

Please see attached revised bid form.

Best Regards,



Chris Truszkowski
Sales Manager
Chris@nefco.us
561-775-9303 Extension 205
www.nefco.us

From: Adam Bergdahl <abergdahl@whartonsmith.com>
Sent: Wednesday, August 2, 2023 11:00 AM
To: Chris Truszkowski <chris@nefco.us>; Dwayne Kreidler <dkreidler@whartonsmith.com>
Cc: Justin Compaine <Justin@nefco.us>
Subject: RE: Deland Wiley M. Nash WRF Expansion - NEFCO Bid Proposal

Hi Chris,

Thanks for sending this over. Could you please provide the quote on the revised bid form in the attached? This went out in addendum #2.

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771
Office: (407) 321-8410 | Cell: (407) 402-5472

From: Chris Truszkowski <chris@nefco.us>
Sent: Wednesday, August 2, 2023 10:50 AM
To: Dwayne Kreidler <dkreidler@whartonsmith.com>
Cc: Justin Compaine <Justin@nefco.us>; Adam Bergdahl <abergdahl@whartonsmith.com>
Subject: Deland Wiley M. Nash WRF Expansion - NEFCO Bid Proposal

Hello Dwayne,

Please see the attached bid proposal for the Deland Wiley M. Nash WRF Expansion project – Launder Covers.

Please let us know if you have any questions.

Best Regards,



Chris Truszkowski

Sales Manager

Chris@nefco.us

561-775-9303 Extension 205

www.nefco.us

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Launder Covers

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager

Wharton-Smith, Inc.

dkreidler@whartonsmith.com

Bidder Information:

Company: NEFCO Systems

Contact Name: Chris Truszkowski Title: Sales Manager

Address: 889 N. Military Trail, Bldg-C, Ste.100

Phone Number: 561-775-9303 Fax: 561-775-6043

Bid Proposal Documentation Checklist (check all that apply):

☒ Bid Form	☐ Value Engineering Proposal
☐ Sanctions and Litigation	☐ List of Subcontractors
☐ Licenses (As Applicable)	☒ Certificate of Insurance
☐ Proof of Bonding Capability	☐ Clarifications (if Applicable)
☒ Meets SRF Program Requirements	☐ MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 8/2/2023 No. 3 Dated 8/2/2023

No. 2 Dated 8/2/2023 No. 4 Dated 8/2/2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Launder Covers	1	LS	\$ 133,270.00	\$ 133,270.00
2.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 133,370.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

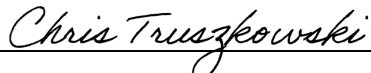
Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package Complete	6-9 Weeks
2.	Launder Cover Delivery (from Formal Release)	12-18 weeks

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Chris Truskowski / Sales Manager

Print Name / Title

8/2/2023

Date



Date: July 31, 2023
To: All Bidders
Project: Wiley M. Nash WRF Expansion
Location: Deland, FL
Bid Date: September 7, 2022
NEFCO Quote No. 23121

Dear Sir or Madam:

Acknowledged: Addenda 1 ~ 4

NEFCO™ Systems is pleased to submit this scope of supply for this project:

1. FRP Launder Covers for Two (2) 90' Dia. Clarifiers, Tanks 4 & 5

Two (2) sets of Launder Covers consist of 29 three-piece cover modules, each made up of one (1) Mounting Section and two (2) Cover Sections. The Mounting Section rests on three (3) stainless steel support brackets fastened to the concrete weir wall and serves as the fixed base for the hinged Cover Sections. Each Cover Section is connected to the Mounting Section by a continuous stainless-steel hinge. **The Cover Sections arch over the 24" wide effluent launder and 8" thick weir wall**, and rest on FRP support brackets fastened to the tank wall. Overall, the Cover extends from the tank wall over the launder and weir to a point just inside the scum baffle. The covers open away from the operator and toward the center of the tank to allow for maximum visibility and ease of inspection and maintenance. The Cover hinge points are strategically located to ensure maximum visibility of the launder and weir when the Cover panel is opened. Each Cover panel is equipped with a spring-loaded stainless-steel latch and/or handle mechanism to secure and raise the Cover Section. A restraint cable is included to control the range of motion. The Cover set is delivered with all the required 304 stainless steel fasteners and anchors for a complete installation. FRP color is white. *Please Note: Launder and weir wall width dimensions not given; values obtained by scaling plan drawings.*

Exclusions: Caulk, sealants, assembly, installation, spare parts, and field services are not included. If field services are required, please add \$2,400.00 per trip and \$800 per day after day 1 and NEFCO will verify the products have been installed correctly per approved drawings. If adhesive anchors are supplied, adhesive, applicators, and special tools are not included.

Delivery: Submittals provided 6-9 weeks ARWO. Materials 12-18 weeks ADA. Delays in approvals may cause longer lead times.

Price: \$133,270.00

The price for this material includes freight to the jobsite. The price does not include installation or any applicable fees or taxes. Payment terms are 20% upon receipt of drawings/submittals, 80% upon shipment net thirty (30) days from invoice date.

This proposal will remain valid for a period of thirty (30) days from the bid date. Price is valid for delivery on or before December 31, 2023.

Our other conditions of sale are attached.

Sincerely,

NEFCO Systems

A handwritten signature in black ink, appearing to read 'C. Truskowski'.

Chris Truskowski
Sales Manager

Cc: Heyward, Inc. – FL

NEFCO Systems • 8895 North Military Trail, Building C, Suite 100 • Palm Beach Gardens, FL 33410
Phone/Fax 561-775-9303/6043 • www.nefco.us

NEFCO Systems

STANDARD TERMS & CONDITIONS

GOODS: The nature and description of the Goods being purchased shall be consistent with and restricted to the scope issued by the seller on July 31, 2023.

TAXES: No local taxes are included in the purchase price. Any applicable sales and/or use taxes or similar levies that may be imposed by the State, Province and/or other municipal entities shall be remitted by the Buyer directly to the appropriate authority.

CHANGES: Changes to order may be provided such changes are agreed to in writing by and between the Seller and Buyer. If any such change results in an increase or decrease in cost or the time required for performance of this transaction, an equitable adjustment shall be made in the contract price and/or delivery schedule.

TERMS OF MANUFACTURE: NEFCO will release the project to production when the following milestones have been met:

- Copies of the fully executed Purchase Order have been exchanged.
- The NEFCO submittal package has been approved by all required parties (buyer, engineer, owner, etc.)
- NEFCO has received a "Release to Production" notice from the contractor.

INVOICES: Invoices are issued on the date of shipment or notification of readiness to ship. Orders may be split-shipped and invoiced proportionately.

TERMS OF PAYMENT:

- 20% Upon Receipt of Drawings/Submittals
- 80% Upon Shipment, Net 30
- Holdbacks or retention are not permitted.
- Foreign funds require wire transfer payments.

BACKCHARGES: Under no circumstances will back charges be accepted without written authorization by Seller.

PRICE ESCALATION: If a purchase order is not received by NEFCO prior to the proposed valid period, prices and shipping dates are subject to review and adjustment by NEFCO. Due to the unpredictability of material, shipping, and labor prices across North America, NEFCO shall not assume responsibility for such possible escalations and impacts to schedule beyond the proposed valid period. This includes but is not limited to increases in FRP, metals, shipping, and labor prices. NEFCO may increase or decrease the price of its proposal or require payment adjustment in the form of a change order due to any labor and material price increase/decrease that exceeds 5% per annum of the price of the specific labor or material in place on the date of NEFCO's proposal or when product fabrication utilizing labor or materials does not commence as agreed primarily to actions of parties other than NEFCO. Any labor and material price increase/decrease shall be based on an industry-standard pricing measure or index for that labor or material that accurately represents the market increase or, NEFCO's reasonable discretion; actual increases incurred by NEFCO. The resulting cost and schedule impact shall be disclosed to the buyer prior to fabrication.

CANCELLATION: In the event of cancellation of all or part of any order, cancellation charges may apply. Engineering charges equal to fifteen percent (15%) of the purchase price shall be due if the order is cancelled prior to release for production. Once production begins, the full purchase price shall be due in full as all materials are custom-made.

SHIPMENT: Goods shall be delivered to the jobsite in closed trucks. FOB Destination. No storage fees are included.

INSPECTION: Buyer shall make necessary inspection of delivered Goods and notify Seller in writing within thirty (30) days of delivery to the jobsite of any missing or damaged parts.

WARRANTY: The standard manufacturer's warranty on defective materials or workmanship will apply to all Goods sold unless otherwise stated in this quotation. Items may be repaired or replaced at the Seller's discretion. The warranty applies only if the items are installed, operated, and maintained in accordance with Seller's recommendations. On request of Seller, the part claimed to be defective will be returned, transportation prepaid to the factory (as designated by the Seller), for inspection. The seller is not responsible for any costs incurred as a result of product failure.

SERVICES: Unless specifically stated to the contrary, no on-site services included. If field services are required, please add \$2,400.00 per trip and \$800 per day after day 1 and NEFCO will verify the products have been installed correctly per approved drawings.

DISPUTE RESOLUTION: Any dispute, claim or controversy arising out of or relating to this Agreement shall be determined by arbitration in Seller's jurisdiction.

ERRORS AND OMISSIONS STATEMENT: Errors or omissions made in connection with this quote, or any transaction hereunder shall not relieve either party (Buyer/Seller) from any liability which would have attached had such delay, error or omission not occurred, provided always that such error or omission is rectified as soon as possible after discovery.



NORTH30

OP ID: LM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2023

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 Eifert, French & Ketchum 330 Fifth Avenue Pelham, NY 10803-1204 Brian Eifert		914-738-4011		CONTACT NAME: Luiza Maka Regina	
				PHONE (A/C, No, Ext): 914-738-4011	FAX (A/C, No): 914-738-4303
				E-MAIL ADDRESS: LMaka@efk.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Twin City Fire Insurance Co	
				INSURER B: Trumbull Insurance Company	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED NEFCO Systems 8895 North Military Trail Suite 100C Palm Beach Gardens, FL 33410	NAIC # 29459
	27120

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.

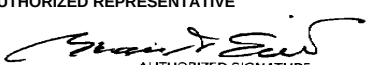
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			16CESOF9089	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			16UENGCS446	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			16XSON2494	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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)

evidence of insurance

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	EVIDE-1
	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  AUTHORIZED SIGNATURE	

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 27 - Submersible Mixer

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		ABS/Hydra Service		ITT Flygt/MKS				
		Dale Jahn		Cameron Young				
		407-790-9751		407-913-7177				
Base Bid Before Alternates		\$ 34,372.00						
Submersible Mixer Package	Y	\$ 22,399.00		\$ -		\$ -		\$ -
Submersible Mixer Control Panel	Y	\$ 6,623.00		\$ -		\$ -		\$ -
Start-Up Services	Y	\$ 5,250.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ -						
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		N						
SRF AIS & BABA		N						
Additional Notes								
		Taxes not included						
SUBTOTAL:		\$ 34,372.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 34,372.00		\$ -		\$ -		\$ -
		\$ 34,372.00	NO BID		NO BID		NO BID	

Recommend award to:

ABS (Hydraservice)

Adam Bergdahl

From: Dale Jahn <dale@hydraservice.net>
Sent: Wednesday, August 2, 2023 10:11 PM
To: Adam Bergdahl
Subject: Deland Wiley M Nash WRF Expansion - Submersible Mixer bid package
Attachments: Deland Wiley M Nash WRF Expansion - East Master LS Submersible Mixer Bid Package Submittal.pdf

Hi Adam,

See attached. Please let me know if you have any questions.

Thank you,

Dale M. Jahn
District Sales Manager
Hydra Service, Inc.
250 Springview Commerce Drive
Debary, Florida 32713
Cell: 407-790-9751
Office: 407-330-3456
Fax: 407-330-3404
e-mail: dale@hydraservice.net



Visit us at www.hydraservice.net

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Submersible Mixers

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Hydra Service
Contact Name: Dale Jahn Title: District Sales Manager
Address: 250 Springview Commerce Drive
DeBary, FL 32713
Phone Number: 407-790-9751 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|-------------------------------------|--------------------------------|
| ☒ | Bid Form |
| ☐ | Sanctions and Litigation |
| ☐ | Licenses (As Applicable) |
| ☐ | Proof of Bonding Capability |
| ☐ | Meets SRF Program Requirements |

- | | |
|-------------------------------------|--------------------------------|
| ☐ | Value Engineering Proposal |
| ☐ | List of Subcontractors |
| ☐ | Certificate of Insurance |
| ☒ | Clarifications (if Applicable) |
| ☐ | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/23No. 3 Dated 7/28/23No. 2 Dated 7/24/23No. 4 Dated 7/28/23

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, ~~taxes~~, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents. *Taxes not included.*

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Mixer Package	1	LS	\$ <u>22,399.00</u>	\$ <u>22,399.00</u>
2.	Submersible Mixer Control Panel	1	LS	\$ <u>6,623.00</u>	\$ <u>6,623.00</u>
3.	Start-Up Services	5	DAY	\$ <u>1,050.00</u>	\$ <u>5,250.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>34,372.00 plus taxes</u>

Thirty Four Thousand Three Hundred Seventy Two + ⁰⁰/₁₀₀ plus taxes.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>

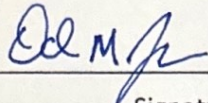
SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal – Submersible Mixers Package	<u>3-4 weeks</u>
2.	Submittal – Submersible Mixer Control Panel	<u>3-4 weeks</u>
3.	Delivery – Submersible Mixer (from Formal Release)	<u>10-12 weeks</u>
4.	Delivery – Submersible Mixer CP (from Formal Release)	<u>10-12 weeks</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO N/ABase Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO N/A

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


SignatureDale M. Johns, District Sales Mgr.
Print Name / Title8/2/23
Date

Deland Wiley M Nash WRF Expansion

Submersible Mixer Bid Package

Comments/Exceptions:

- Bid pricing does NOT include taxes.
- Bid pricing is for supply of equipment only per included proposal. Installation is not included.
- Hatch cover is angle frame design, 300 lb/ft² load rating, and includes safety grate.
- Mixer control panel is included in this scope of supply and has been quoted as a local on/off panel only with the following components:
 - NEMA 4X type 316 stainless steel enclosure with aluminum deadfront and 3-point latch.
 - Main circuit breaker, motor circuit breaker, & NEMA motor starter.
 - Miscellaneous circuit breakers and fuses as required.
 - 480/120v transformer.
 - Surge suppression.
 - Phase monitor, HOA switch, run light, seal fail light, over-temperature light, elapsed time meter.
 - Sulzer CA462 seal fail / over-temp relay.
 - "Auto" operation is by adjustable on/off timer.
 - Terminal strip for connection to plant SCADA system.
 - Emergency generator receptacle and associated circuit breaker are NOT included.
 - Alarm horn/light NOT included.



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
Debarry Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-790-9751

TO: **Wharton-Smith**
ATTN: **Adam Bergdahl**

FROM: **Dale Jahn**
EMAIL: dale@hydraservice.net
DATE: **August 2, 2023**

REF: **Deland - Wiley M Nash WRF Expansion**
East Master Wet Well Mixer

-
- 1 Sulzer / ABS model XRW3022-PA35/6 submersible mixer, EC construction, 4.7hp, 3/460v, 49' of motor cable.
 - 1 Motor electrical integrity test.
 - 1 Mixer mast assembly, 316 stainless steel, 2" x 2" square mast, including upper/intermediate/lower brackets with anchor bolts.
 - 1 Mixer static chain, 20' length, 316 stainless steel.
 - 1 Portable mixer hoist, 316 stainless steel, including lifting cable.
 - 1 Mixer power cable support assembly.
 - 1 Spare repair kit for XRW3022-PA35/6.
 - 1 30" x 36" aluminum access hatch, 300 lb/ft² load rating, including safety grate.
 - 1 Mixer local control panel, NEMA 4X type 316 stainless steel, simplex 4.7hp, 3/460v.
 - 1 Startup service by a representative of this company.

ACCEPTED DATE _____

Review Date: 08/02/2023

Dale M. Jahn

NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.

Mixer Selection System

Blending & Suspension

Printout for Mixer

XRW 3022 - PA 35/6 - 60 Hz

Calculation for

Customer name Hydra Service
Project name Deland East Master Lift Station
Project no 2023-QXXX_Rev0
Project note

Tank data

Tank shape	rectangular
Width (W ₁)	26.00 ft
Length	30.00 ft
Depth (h ₁)	8.00 ft
Wall height	17.00 ft
Volume	46,678.59 gal

Fluid data

Type of Liquid	Raw Sewage (Unscreened)
MLSS	1.00 %
SVI	0 ml/g
Density	63.1 lb/ft ³
Viscosity	100 cp
Temperature	77 °F

Process description

Application	Equalization Tank
Mixing process	Equalisation

Mixer data

Mixer	XRW 3022 - PA 35/6 - 60 Hz
No of Mixer	1
Rated Motor Power (P2)	4.69 hp
Propeller diameter	12 in
Spec. prop. thrust - ISO 21630	57 lbf/kW
Propeller speed	1182 rpm
Note	

Calculation data

Motor duty point (P1)	2.62 kW
Motor duty point (P2)	2.90 hp
Total power consumption (P1)	2.62 kW
Specific power consumption (P1)	14.81 W/m ³
Specific energy input (P2)	12.22 W/m ³
Required Mixer ID 772	for Mixing grade 3.2
Selected Mixer ID	880

Submersible Mixer Type ABS XRW

XRW 300 | 11.8" Propeller, Direct Drive, 6 Pole, 3-Phase, 60 Hz

Submersible Motor Specifications

Motor Design		NEMA design B, squirrel cage induction
Motor Type		Fully enclosed High Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating		IEC 60034-30
Motor Efficiency Test Protocol		IEC 60034-2-1
Insulation Material		Class H, 180°C (356°F), copper windings
Motor Filling Medium		Air
Temperature Rise		Class A
Maximum Fluid Temperature		40°C (104°F) continuous
Motor Protection	Thermal	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F) +/- 5°C (41°F) opening temperature
	Leakage	Moisture detection probe in seal sensing chamber, motor housing, and junction chamber (for use with appropriate relay)
Seal Sensing Chamber Filling Medium		Non-toxic, white mineral oil
Bearings	Inner	1 x Single row deep groove ball bearing, permanently lubricated, preloaded
	Outer	1 x Single row deep groove ball bearing, permanently lubricated
	L₁₀ Life	>100,000 hours
Motor Starter Types		Suitable for use with direct-on-line (DOL), electronic soft starters, and PWM type Variable Frequency Drives ¹
Maximum Starts per Hour		10 evenly spaced w/ DOL and soft starters; N/A with PWM type VFDs
Inverter Duty Rating		Motors meet NEMA MG1, part 31 requirements
Maximum Submergence		20 meters (65 feet)
Available Voltages		208, 230, 480, 600
Voltage Tolerance from Rated		+/-10%
Agency Approvals	STD	CSA
	OPT	Factory Mutual (FM)
Explosion Proof Rating	OPT	NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp

¹ Output filters may be required on VFDs. See document DS-E00-001 for details.



The picture above may differ from the actual product. For illustrative purposes only.

Motor Ratings

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PA 18/6	2.2 kW	1.8 kW 2.4 HP	1180	208 230 480 600	7.8 7.0 3.4 2.7	102 92 44 35	R	1.0	82.4	84.4	83.7	.777	.706	.576
PA 35/6	4.1 kW	3.5 kW 4.7 HP	1180	208 230 480 600	15.9 14.4 6.9 5.5	124 113 54 43	L	1.0	84.8	83.9	80.4	.719	.630	.498

Submersible Mixer Type ABS XRW

XRW 300 | 11.8" Propeller, Direct Drive, 6 Pole, 3-Phase, 60 Hz

Cable Data

Power Cable	Motor	Motor Voltage	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
	PA 18/6	208	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		230	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		480	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		600	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
	PA 35/6	208	1	SOOW 12/7	18.8mm (0.74")	Integrated w/ Power
		230	1	SOOW 12/7	18.8mm (0.74")	Integrated w/ Power
		480	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		600	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
	Control Cable	Motor Monitoring Type ^s		Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")
	Std monitoring		N/A	Integrated w/ Power	Integrated w/ Power	
Cable Length	Standard: 10m (32 feet)		Optional: 15m (49 feet), 20m (65 feet), 30m (98 feet), Consult Factory for longer lengths			

* See motor protection on page 1.

Hydraulic Data

Type	Propeller, backswept design, 2 or 3-vane, w/ Seal Protection System							
Model	w/o Flow Ring				w/ Flow Ring			
	3021	3022	3023	3031	3041	3042	3043	3051
Propeller Diameter, mm (in.)	300 (11.8)	300 (11.8)	300 (11.8)	300 (11.8)	300 (11.8)	300 (11.8)	300 (11.8)	300 (11.8)
Propeller Nominal Speed, RPM	1180	1180	1180	1180	1180	1180	1180	1180
Propeller Vane Quantity	2	2	2	3	2	2	2	3
Propeller Pitch, degrees	20.2	22.4	23.7	21.4	20.2	22.4	23.7	21.4
Capacity, m ³ /s (GPM) *	0.09 (1,400)	0.19 (3,100)	0.20 (3,200)	0.23 (3,600)	0.09 (1,400)	0.18 (2,900)	0.19 (3,100)	0.22 (3,500)
Power, Pp, kW (HP) †	1.7 (2.3)	2.1 (2.8)	2.3 (3.1)	3.1 (4.1)	1.0 (1.3)	1.3 (1.7)	1.6 (2.1)	2.1 (2.8)

* Flow rate in clean water at 20°C (68°F). † Power in clean water at 20°C (68°F).

Materials of Construction

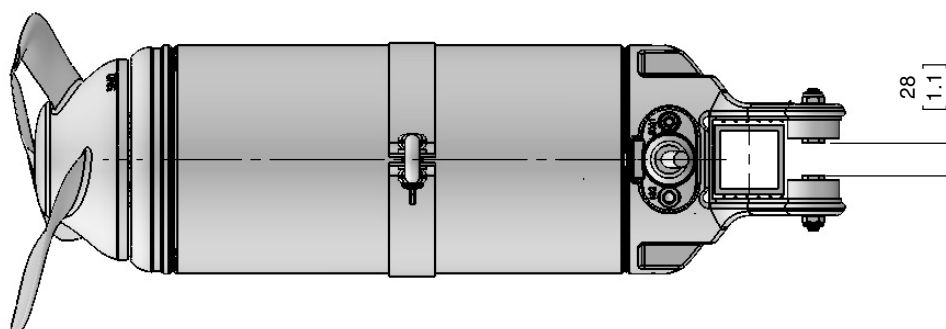
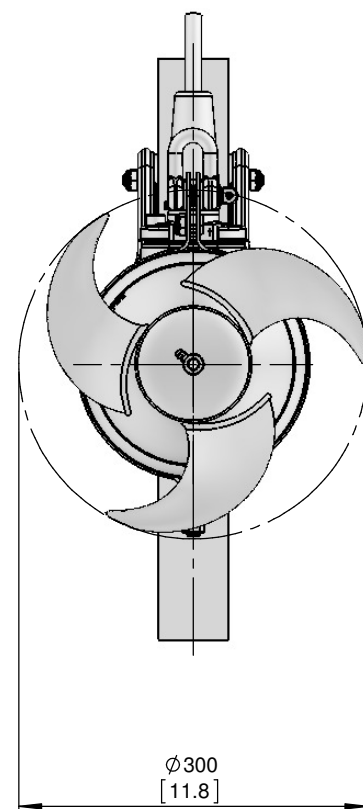
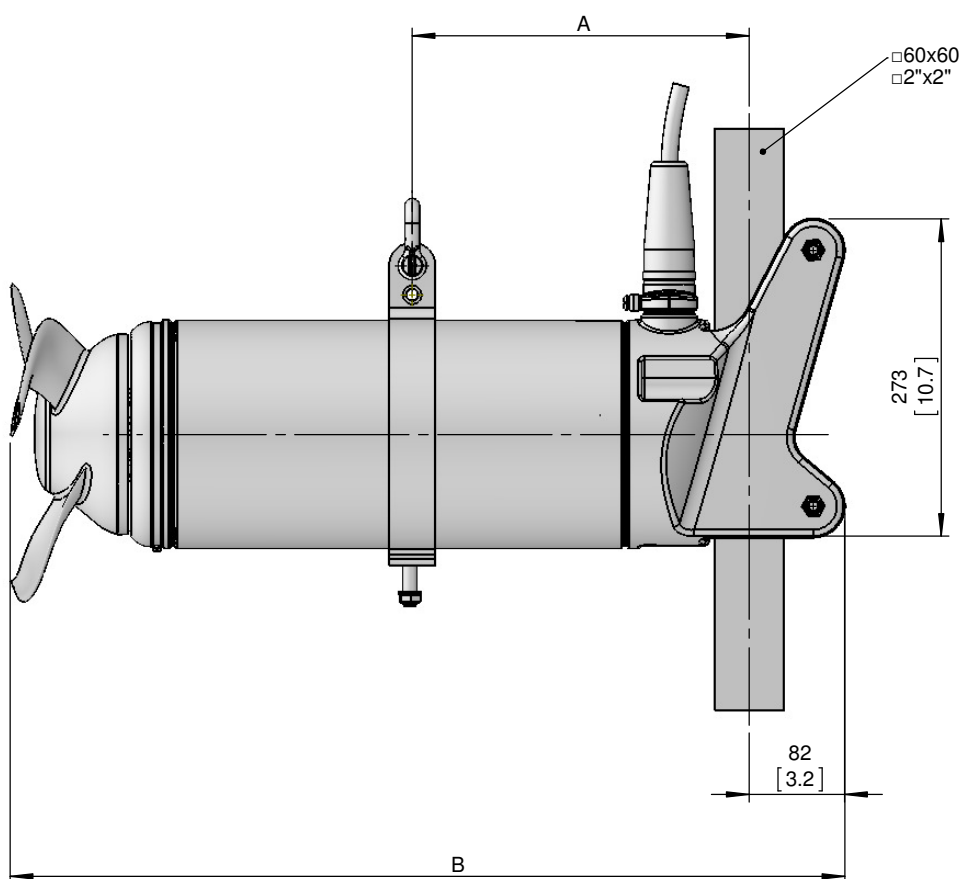
	EC (Standard Construction)	CR (Stainless Steel Construction)
Power Cable	Chlorinated Polyethylene (CPE)	
Lifting Band	Stainless Steel 1.4401 (ASTM A276, Type 316)	
Lifting Shackle	Stainless Steel 1.4571 (ASTM A276, Type 316Ti)	
Guide Bracket Liner	Polypropylene (PP)	
Guide Bracket Rollers	Nylon (PA)	
Guide Bracket / Cable Connection Chamber	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)	Stainless Steel 1.4408 (ASTM A743, Grade CF8M)
Motor Housing	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)	Stainless Steel 1.4404 (ASTM A276, Type 316L)
Seal Housing	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)	Stainless Steel 1.4408 (ASTM A743, Grade CF8M)
Motor Shaft	Stainless Steel 1.4021 (ASTM A276, Type 420)	Stainless Steel 1.4401 (ASTM A276, Type 316)
Propeller Shaft	Integrated with Motor Shaft	
Propeller	Duplex Stainless Steel 1.4460 (ASTM A890, Grade CD3MN 3A)	
Flow Ring *	Stainless Steel 1.4571 (ASTM A276, Type 316Ti)	
Seal Protection System	Duplex Stainless Steel 1.4460 (ASTM A890, Grade CD3MN 3A)	
Solids Deflection Ring	Nitrile Rubber (NBR / Buna-N) Optional: Fluorocarbon Rubber (FKM / Viton®)	
External Hardware	Stainless Steel 1.4401 (ASTM A276, Type 316)	
O-Rings and Cable Glands	Nitrile Rubber (NBR / Buna-N) Optional: Fluorocarbon Rubber (FKM / Viton®)	
Mechanical Seals	Outer	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS Optional: Silicon Carbide / Silicon Carbide, Viton®, 316 SS
	Inner	Carbon / Chrome Steel, Nitrile, 316 SS
Outer Bearing Lip Seal	Nitrile Rubber (NBR / Buna-N)	
Coating/Protection	Two-part epoxy, blue, 120µm (4.7 mil) DFT Optional: Two-part epoxy, blue, 400 µm (15.7 mil)	N/A

* Only applicable to "w/ Flow Ring" models.

General Data (Standard Materials of Construction & Cable Length)

	w/o Flow Ring		w/ Flow Ring	
	PA 18/6	PA 35/6	PA 18/6	PA 35/6
≈ Mixer Weight, kg (lbs)	62 (137)	82 (181)	73 (162)	93 (206)
Guide Bracket Mast Size	2" square			

Type Typ Type	Type Typ Type	Weight Gewicht Poids		A		B	
50Hz	60Hz	(~kg)	(~lb)	(mm)	(")	(mm)	(")
PA 15/6	PA 18/6	62	137	237	9	618	24
PA 29/6	PA 35/6	82	181	290	11	718	28



Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 28 - Clarifier Equipment Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Ovivo/TSC Jacobs						
		Joe Sacco						
		904-524-9576						
Base Bid Before Alternates		\$ 1,154,412.00						
Clarifier Equipment Package	Y	\$ 1,154,312.00		\$ -		\$ -		\$ -
Start-Up, Freight, & Services	N	\$ -		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Alternates		\$ 259,788.00						
Start-Up, Freight, & Services	Y	\$ 85,788.00		\$ -		\$ -		\$ -
Deduct for prep & prime painted	Y	\$ (101,000.00)		\$ -		\$ -		\$ -
Adder to change to 304SS	Y	\$ 270,000.00		\$ -		\$ -		\$ -
Field Welding	Y	\$ 5,000.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		N						
Acknowledged Addenda		Y						
SRF Davis Bacon		N						
SRF AIS & BABA		N						
Additional Notes								
	Taxes not included							
SUBTOTAL:		\$ 1,154,412.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ 259,788						
Total Adjusted Scope:		\$ 1,414,200.00		\$ -		\$ -		\$ -
		\$ 1,414,200.00	NO BID		NO BID		NO BID	

Recommend award to:

Ovivo (TSC Jacobs)

Adam Bergdahl

From: Joe Sacco <Joe@tscjacobs.com>
Sent: Thursday, August 3, 2023 5:43 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Matthew Peterson; Michael Alexakis
Subject: RE: TSC-Jacobs North Deland bid manuals

Hey Adam,

Please see the below breakout:

Ovivo Clarifier bid:

Total taxable amount - \$1,154,312
Nontaxable startup, freight, and service – \$85,788

Total base bid amount for Ovivo Clarifier bid - **\$1,240,100**

Give me a call tomorrow and I can send you revised bid form to reflect the above if needed.

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

From: Adam Bergdahl <abergdahl@whartonsmith.com>

Sent: Thursday, August 3, 2023 4:14 PM

To: Joe Sacco <Joe@tscjacobs.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: RE: TSC-Jacobs North Deland bid manuals

Joe,

Bids received. We will have additional questions, but:

3. Clarifier Equipment:

- a. Are the start-up days truly a unit cost of \$21,535?
- b. The base bid needs to be the summation of all bid items. It currently reflects only the line item #1 cost.

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 | Cell: (407) 402-5472

From: Joe Sacco <Joe@tscjacobs.com>

Sent: Thursday, August 3, 2023 1:02 PM

To: Adam Bergdahl <abergdahl@whartonsmith.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: TSC-Jacobs North Deland bid manuals

Hello Adam,

Please see the attached completed bid manuals for:

- **Clarifiers – Ovivo**

Please note that the only bid manual that includes taxes is CROM. All pricing is good for 120 days.

Please let me know if you have any questions,

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades

Bid Package: Clarifier Equipment Package

To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: OVIVO USA llc

Contact Name: Cedric Sirantoine Title: Product manager

Address: 4246 Riverboat Road, Suite 300,
Salt Lake City, Utah 84123 USA

Phone Number: (801) 931-3000 Fax: (801) 931-3080

Bid Proposal Documentation Checklist (check all that apply):

☒	Bid Form	☐	Value Engineering Proposal
☐	Sanctions and Litigation	☐	List of Subcontractors
☐	Licenses (As Applicable)	☐	Certificate of Insurance
☐	Proof of Bonding Capability	☐	Clarifications (if Applicable)
☐	Meets SRF Program Requirements	☐	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 07/10/2023 No. 3 Dated 07/28/2023

No. 2 Dated 07/24/2023 No. 4 Dated 07/28/2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Clarifier Equipment Package	1	LS	\$ <u>620,000</u>	\$ <u>1,240,000</u>
2.	Start-up Services	10	DAY	\$ <u>N/A</u>	\$ <u>215,350</u>
3.	Payment & Performance Bond	1	LS	\$ _____	\$ _____
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Note: Price is good for 120 days, Taxes not included				Total Base Bid:	\$ <u>1,240,100</u>

One million, two hundred and forty thousand one hundred dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

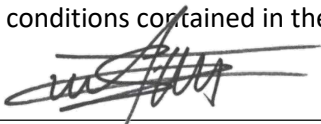
SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package Complete	10 weeks after approved PO
2.	Delivery – Clarifier Equipment (from Formal Release)	30 weeks after approved submittal

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):	YES	NO
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):	YES	NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Cedric Sirantoine

Print Name / Title

8/2/2023

Date



PROPOSAL

2-34-0157 Rev 1

BID DATE: AUGUST 3, 2023

WILEY M. NASH WATER RECLAMATION FACILITY DELAND, FL

PREPARED FOR

BIDDING CONTRACTORS

AREA REPRESENTATIVE

TSC Jacobs, North
Joe Sacco
joe@tscjacobs.com

NOTES

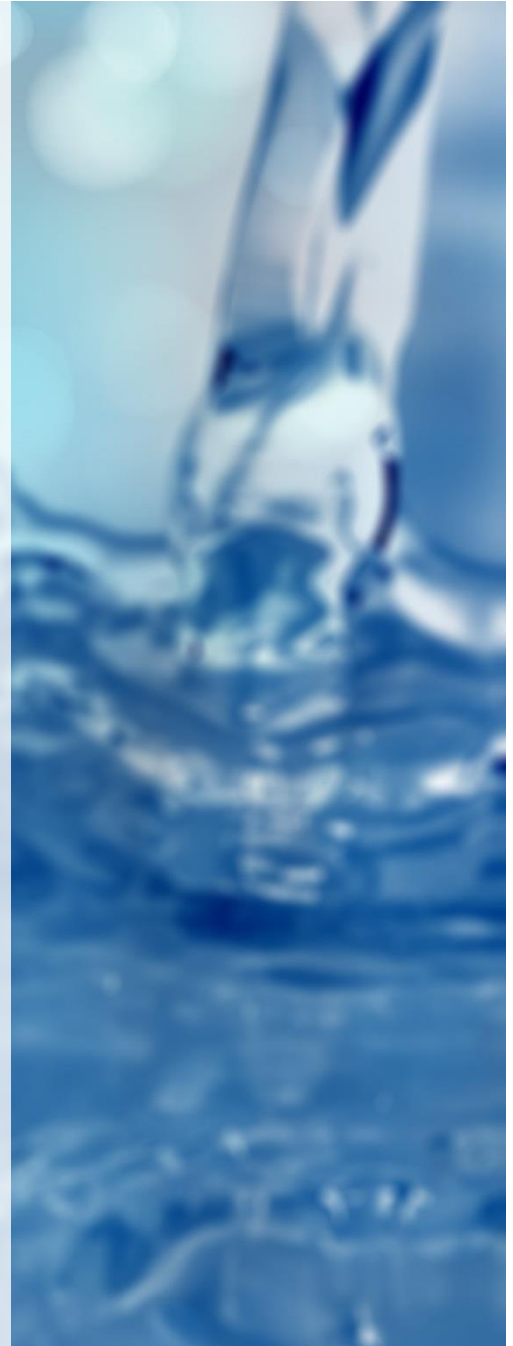
Addenda No 1, 2, 3 and 4 has been received.

Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.

PREPARED BY

Dan Kirby / Cedric Sirantoine
Phone (801) 931-3000
Fax (801) 931-3080
daniel.kirby@ovivowater.com / cedric.sirantoine@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



DATE: July 31, 2023

TO: Wiley M Nash WRF, Deland, FL

BID DATE: August 3, 2023

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs, North
24156 SR 54
Suite 3
Lutz, FL 33559

Attention: Joe Sacco
Telephone: 813-242-2660
Facsimile: 813-242-2597
Email: joe@tscjacobs.com

BID PRICING

Bid Pricing Expiration Date: October 2, 2024

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	43 11 61	Carrousel® System	*	\$ _____
II	46 43 21	Secondary Clarifier Equipment	*	\$ _____

DELIVERY FOR SECTION 43 11 61

*Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **twenty-eight (28) to forty-five (45) weeks** after receipt of approved submittals from Purchaser.

DELIVERY FOR SECTION 46 43 21

*Ovivo will submit drawings and other information for approval within **ten (10) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **thirty (30) weeks** after receipt of approved submittals from Purchaser.

The following may be used to assist in scheduling, however the timeframes listed above prevail in the event of a conflict.

MILESTONE	CLARIFIER EQUIPMENT DATES	CARROUSEL EQUIPMENT DATES
Bid Due Date	8/3/2023	8/3/2023
Received PO from Customer (no LOIs or contingent POs)	10/2/2023 ***	10/2/2023
Ovivo Acknowledges Conforming PO or Executed Contract*	10/16/2023	10/16/2023
Engineering Submittal by Ovivo**	12/25/2023	12/11/2023
Submittal Approval by Purchaser	1/22/2024	1/8/2024
Fabrication Complete & Begin Shipment	8/19/2024	11/18/2024

*If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the date shown. This is, however, the date by which an executed contract must be in place to maintain price validity and schedule delivery. Ovivo's required terms are included in this proposal.

**Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

***Based on 60 Days pricing validity with no charge. Ovivo will provide a 120 days pricing validity for an extra charge.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

*** CORONAVIRUS ADVISORY ***

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance from the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

ITEM I - CARROUSEL® SYSTEM EQUIPMENT - SPECIFICATION SECTION 43 11 61

Ovivo proposes to furnish:

- ❖ Six (6) 100 horsepower Excell® Aerator II aerator(s)
- ❖ Eight (8) submersible mixer(s)
- ❖ Two (2) EliminatIR® gate(s)
- ❖ Two (2) Re-Aeration AeroStrip® diffused air system(s)
- ❖ One (1) Oculus™ Control Systems w/MCC, VFDs & Instrumentation

All mechanism(s) are for installation in the Carrousel System basins. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

AERATORS

ITEMS INCLUDED per Aerator:

- One (1) 100 horsepower motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) gearbox including:
 - 2.0 service factor (minimum).
 - Independent lower bearing.
 - Oil drain.
 - Mechanical oil pump.
 - Dip Stick.
 - Low oil Pressure switch.
- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) surface aerator impeller and shaft (A36).
- One (1) submerged radial pumping turbine and shaft (A36).
- One (1) partition wall extension (Concrete by CONTRACTOR).
- One (1) velocity enhancing baffle (Concrete by CONTRACTOR).
- Four (4) jack studs (Zinc Plated).
- Mounting plate/bars (A36).
- Assembly bolts (A325).
- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts included:
 - One (1) Reducer low oil cut-out switch.
 - One (1) Reducer high speed coupling.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 7,700 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 3,400 LBS.

SUBMERSIBLE MIXERS:**ITEMS INCLUDED per Mixer:**

- One (1) motor (appropriate size) including:
 - 460 volts, 3 phase, 60 hertz duty.
 - Watertight, submersible rated.
 - 1.13 service factor (minimum).
 - Class F insulation and thermal switches.
 - Power cable (30') and power cable sealing device.
 - Cast Iron housing.
- One (1) planetary gearbox including:
 - Spline connection.
 - Sealed oil chamber.
 - Cast iron housing.
 - Appropriate output rpm.
- One (1) non clogging propeller (PUR).
- One (1) Mount/rail assembly (304 SS).
- One (1) hand operated lifting device (304 SS) with cable (SS).
- Assembly / anchor bolts (304 SS).
- Nameplate (SS).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts including:
 - One (1) Set of Bearings.
 - One (1) set of mechanical seals.
 - One (1) set of O-rings.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 1,200 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 700 LBS.

GATES:**ITEMS INCLUDED per Gate:**

- Actuator including:
 - Electric motor (460 volt/3 phase/ 60 hertz duty).
 - Worm gear reducer.
 - Absolute position encoder.
 - Electronic torque sensor.
- Stand (A36 Stl).
- Anchors bolts (304 SS).
- Assembly fasteners (304 SS).
- Stem and shaft (SS/A36 Stl).
- Turning vane (A36 Stl).
- Bearings (UHMW PE).
- Painting, see SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service, see FIELD SERVICE segment of the proposal.
- Freight, FCA factory, freight allowed.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 1,300 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 900 LBS.

RE-AERATION DIFFUSED AIR SYSTEM**ITEMS INCLUDED per diffused air system:**

- Sixteen (16) AEROSTRIP® diffusers, model T2.5-18:
 - Membrane (polyurethane).
 - Base (316 SS).
- Mounting profiles (304 SS).
- Air distribution Piping (PVC)
- Compression Fittings (PP).
- Connection pipes (HDPE or reinforced PVC).
- Pipe supports (304 SS).
- Anchors bolts (304 SS).
- Assembly bolts (304 SS).
- Operation and Maintenance manuals.
- Service, see FIELD SERVICE segment of the proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts including:
 - One (1) T2.5-18 Aerostrip® diffusers.
 - One (1) of each type of compression fitting.
- Minimum 2% Mounting hardware components.

CONTROLS**ITEMS INCLUDED per Carousel® System Controls:**

- Two (2) MCC Cabinet (K1 & K2), including:
 - NEMA 1 enclosure.
 - Main Disconnect (LSIG).
 - 120/240 Lighting Panel (located in MCC K1 only).
 - Active Harmonic Filter.
 - Ethernet switch.
 - Surge Protection Device.
- Four (4) FVNR Motor Starter(s), including:
 - Circuit Breaker Disconnect.
 - 120V Control Transformer.
 - NEMA Rated Contactor.
 - Ethernet Overload Relay.
 - 30mm Operators (as required).
- Three (3) 100 hp **Yaskawa** 6 Pulse VFD(s), including:
 - Door Disconnect.
 - Molded Case Circuit Breaker.
 - Output Filter.
 - Control Power Transformer.
 - Digital Operator Interface Module with LCD digital display.
 - Ethernet Option Board.
 - 30mm Operators (as required).
- One (1) PLC Controller Section, including:
 - CompactLogix PLC Controller.
 - 15in Windows HMI
 - Ethernet Switch.
 - Terminal Blocks (as required).
 - Control Relays (as required).
 - 120V Surge Suppression.
 - Analog Surge Suppression (as required).
 - 120V Programming Receptacle.

ITEMS INCLUDED (with Instrumentation):

- Eight (8) Hach SC4500 Analyzer, each including:
 - NEMA 4X enclosure with handrail mounting bracket.
 - Sun Shield.
- Four (4) Hach LDO Dissolved Oxygen Probe(s), including:
 - Luminescent Technology.
 - Molded Cable.
 - Mounting Hardware.
- Two (2) Hach NITRATAX plus Sensor(s), including:
 - UV Absorption Technology.
 - Molded Cable.
 - Mounting Hardware.
- Two (2) Hach ORP Sensor(s), including:
 - Differential Electrode Technology.
 - Molded Cable.
 - Mounting Hardware.
- Two (2) Level Sensor(s), including:
 - Pulse Echo Technology.
 - Molded Cable.
 - Mounting Hardware.

ITEMS NOT INCLUDED WITH CARROUSEL SYSTEM (But not limited to the following):

- Installation.
- Vibration analysis testing.
- Velocity testing.
- Oxygen transfer testing.
- Bypass with across the line starter (internal).
- Output Load Reactor.
- dV/dT Filter.
- External Wiring and Conduit.
- Power Factor Correction Capacitors (PFCC).
- Harmonic Testing.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Field wiring/installation.
- Bridges, walkway, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants.
- Grout.
- Permits, fees, samples, testing.
- Liquidated damages.

FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- Eight (8) Days / Four (4) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed one (1) coat of Tnemec 161-1211 (3.0 to 5.0 Mils D.F.T). Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming and painting shall consist of a high-quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

The entire body of the submersible mixer assembly shall be abrasive blasted to SSPC-SP 10 with a minimum 2.5 mil profile. The mixer shall then be immediately coated with a minimum of 15 mils of ceramic compound consisting of a two-part polymer/ceramic design including reinforcing with special fillers and extenders.

CLARIFICATIONS:

- Section 43 11 61 calls out six (6) 100hp aerators to be provided. This is different than what is shown on drawings E014, E015 as well as drawings E214-2 and E214-3. These drawings show four (4) 100hp aerators and two (2) 75hp aerators. This proposal is for six (6) 100hp aerators, electrical wiring etc. should be sized for the 100hp units.
- Warranty for the aerators and controls per section 43 11 61 .
- Control components not supplied per Sections 40 61 13 & 40 63 43.
- Section 26 29 23 2.03 G – SCADA fieldbus interface onboard VFDs will not be supplied by Ovivo. SCADA to pull data directly from Ovivo supplied PLC.
- Section 26 24 19 3.02 – Harmonic Analysis study not provided by Ovivo. Ovivo will supply MCC's with Active Harmonic Filter that will meet IEEE 1519.
- Re-Aeration blower control no by Ovivo.

ITEM II - SECONDARY CLARIFIER EQUIPMENT - SPECIFICATION SECTION 46 43 21

Ovivo USA (formerly EIMCO Water Technologies) proposes to supply two (2) EWT type C4D-FTS Clarifier Mechanisms each suitable for installation in new 90' diameter concrete tank by others. The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications.

ITEMS INCLUDED (per clarifier)

- Complete Ovivo C40HT drive assembly, fully shop assembled and tested, with built-in automatic torque overload indication, alarm contacts and cutout switches in NEMA 4/7 enclosure. This drive includes:
 - A 1.5 HP, 240/480 volt, 60 cycle, 3 phase (totally enclosed) gearmotor primary speed reducer coupled to a roller chain and sprockets enclosed in a light HDG metal guard,
 - A secondary worm/wormgear reducer with single pinion, all is cast iron housing,
 - A 40" pitch diameter solid main spur gear and 45.25" diameter strip liner bearing,
 all in cast iron housing per ASTM A536 grade 100-70-03.
 All gear and bearing are oil bath lubricated.
 Drive is rated for AGMA 20 year continuous torque of 30,000 ft-lbs.
- Truss bridge spanning the tank with 3' wide walkway and 1¼" aluminum I-bar grating. Interconnecting truss bridge with walkway (35' long), between the two clarifiers is included.
- Platform with steel frame and ¼" aluminum checkered floor plate.
- Aluminum handrail around platform, 1½" diameter 2-rail with 4" toe channel, sub-assembled system. Truss sides will serve as handrail system.
- Cage, square box truss design, steel.
- Rake arms, two full radius square box truss design in steel with steel spiral shaped rake blades and 304 Stainless Steel squeegees, blades tapered from 8" at tank wall to 24" in the center.
- Sludge collection drum, 5'-10" diameter, ¼" steel plates.
- Center column 28" diameter x ¼", steel plate with top and bottom flanges and influent ports.
- Energy dissipating inlet (LA-EDI design), 14' diameter x 3' deep with 8 distribution nozzles, ¼" thick steel plates.
- Feedwell, 22' diameter x 5.5' deep with 3/16" thick steel plates, with submerged supports from center cage.
- Two (2) scum skimmer arms with neoprene wipers and one (1) full trough skimmer with supports and stub nozzle, all in steel.
- Spare parts: sights glasses and neoprene skimmer wipers.
- Anchor bolts, 316 stainless Steel.
- Assembly fasteners, 316 Stainless Steel.
- Submittal package with certified GA drawings, stamped design certificate, drive calculations, motor data and cut-out sheets.
- Operation and Maintenance manuals.
- Service as noted in the "Field Service" section of this proposal.
- See "Surface Preparation and Paint" section of this proposal.
- Freight, FCA factory, freight allowed to jobsite.
- Two (2) year warranty from date of final acceptance by owner, not to exceed thirty (30) months after start-up of each mechanism.

ITEMS NOT INCLUDED (But not limited to the following):

- Effluent weirs and scum baffles.
- Density current baffles.
- Field welding. Minimal field welding may be necessary.
- Any field measurements required for provision of this equipment.
- Anchor templates and grout shield. We provide bolt circle dimensions for the center column and anchor positions.
- Demolition or erection services.
- Lamp posts.
- Local Control panels
- VFD controller.
- Lubricants (Ovivo will provide quantity and type of lubricant necessary for startup and 1 year supply).
- Weir, launder or baffle cleaning equipment.
- Electrical controls or control panels, push button stations, alarms, starters, mounting plates or brackets, conduit, wiring, mounting channels, photocells, etc. (other than local control panel listed above).
- Stairways, access walkways, interconnecting walkways, gratings, etc., outside tank.
- Handrail around tank.
- Scum spray systems, spray water piping or spray nozzles.
- Scum piping below or flexible connector to scum box stub nozzle.
- Dissimilar metals protection (bituminous paint or isolation tape) for aluminum handrail and grating mounted to steel walkway members. Mastic/sealant/packing is also by others.
- Tank platform or feedwell covers of any kind.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM 34,500 LBS.

APPROXIMATE WEIGHT OF THE HEAVIEST SINGLE COMPONENT 3,700 LBS.

FIELD SERVICE:

Our proposal includes the service of a qualified service engineer for the following:

- Four (4) Days / Three (3) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment. Static torque testing is included in these services.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT:

Ovivo's drive unit will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Tnemec N69 and one (1) coat of Tnemec Endura-shield series 73. Gearmotors are coated by the manufacturer.

Non-submerged Steel Will Receive:

- A surface preparation SSPC-SP6/NACE 3.
- One (1) coat of primer Tnemec series N69, 2-3 MDFT.
- One (1) finish coat of primer Tnemec series N69, 3-4 MDFT.

Submerged Steel Will Receive:

- A surface preparation SSPC-SP10/NACE 2.
- One (1) coat of primer Tnemec series N69, 2-3 MDFT.
- One (1) finish coat of primer Tnemec series N69, 3-4 MDFT.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation

costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Type Muni
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent to Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready to Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo's Credit Department.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Dan Kirby
Tel. #: 801-931-3000
Email: amy.harrison@ovivowater.com
daniel.kirby@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

Very truly yours,

Ovivo USA, LLC

Attachment(s):

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo Inc.** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in U.S. measure and English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any Canadian patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the judicial courts located in Toronto, Canada.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 29 - UV Treatment Equipment Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Trojan/TSC Jacobs					
		Joe Sacco					
		904-524-9576					
Base Bid Before Alternates		\$ 2,128,000.00					
UV Treatment Equipment Package	Y	\$ 2,127,900.00		\$ -		\$ -	\$ -
Start-Up Services	N	\$ -		\$ -		\$ -	\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
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Alternates/Adjustments		\$ 212,200.00					
Start-Up, Freight, & Services	Y	\$ 212,200.00		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
		\$ -		\$ -		\$ -	\$ -
Bid Document Requirements							
Bid Form		Y					
Clarifications / Exceptions		Y					
Acknowledged Addenda		Y					
SRF Davis Bacon		Y					
SRF AIS & BABA		N					
Additional Notes							
	Taxes not included						
SUBTOTAL:		\$ 2,128,000.00		\$ -		\$ -	\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0% \$ -
Scope Adjustment:		\$ 212,200					
Total Adjusted Scope:		\$ 2,340,200.00		\$ -		\$ -	\$ -
		\$ 2,340,200.00	NO BID		NO BID		NO BID

Recommend award to:

Trojan (TSC Jacobs)

Adam Bergdahl

From: Joe Sacco <Joe@tscjacobs.com>
Sent: Thursday, August 3, 2023 5:43 PM
To: Adam Bergdahl
Cc: Dwayne Kreidler; Matthew Peterson; Michael Alexakis
Subject: RE: TSC-Jacobs North Deland bid manuals

Hey Adam,

Please see the below breakout:

Trojan UV bid:

Total taxable amount - \$2,127,900
Nontaxable startup, freight, and service – \$212,200

Total base bid amount for Trojan UV bid - **\$2,340,100**

Give me a call tomorrow and I can send you revised bid form to reflect the above if needed.

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

From: Adam Bergdahl <abergdahl@whartonsmith.com>

Sent: Thursday, August 3, 2023 4:14 PM

To: Joe Sacco <Joe@tscjacobs.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: RE: TSC-Jacobs North Deland bid manuals

Joe,

Bids received. We will have additional questions, but:

5. UV:

- a. Are the start-up days truly a unit cost of \$8,360?
- b. The bid form doesn't add. Looks like it doesn't include start-up services. If the value \$2,507,300 based on the addition of 1-3?

Adam Bergdahl | Senior Project Manager – Orlando Water/Wastewater

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL, 32771

Office: (407) 321-8410 | Cell: (407) 402-5472

From: Joe Sacco <Joe@tscjacobs.com>

Sent: Thursday, August 3, 2023 1:02 PM

To: Adam Bergdahl <abergdahl@whartonsmith.com>

Cc: Dwayne Kreidler <dkreidler@whartonsmith.com>; Matthew Peterson <mpeterson@whartonsmith.com>

Subject: TSC-Jacobs North Deland bid manuals

Hello Adam,

Please see the attached completed bid manuals for:

- **UV – Trojan**

Please note that the only bid manual that includes taxes is CROM. All pricing is good for 120 days.

Please let me know if you have any questions,

*I've changed my email address. Please update and save it in your contacts.

Regards,

Joe Sacco

Joe@tscjacobs.com

904-524-9576 cell

www.tscjacobs.com

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BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
 Bid Package: UV Treatment Equipment Package
 To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Trojan Technologies Group ULC
 Contact Name: Michael Shortt Title: Regional Manager
 Address: 3020 Gore Road
London Ontario Canada N5V 4T7
 Phone Number: 519 457 3400 ext. 2235 Fax: 519 457 3030

Bid Proposal Documentation Checklist (check all that apply):

☒ Bid Form	☐ Value Engineering Proposal
☐ Sanctions and Litigation	☐ List of Subcontractors
☐ Licenses (As Applicable)	☐ Certificate of Insurance
☐ Proof of Bonding Capability	☒ Clarifications (if Applicable)
☐ Meets SRF Program Requirements	☐ MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated July 10, 2023 No. 3 Dated July 28, 2023

No. 2 Dated July 24, 2023 No. 4 Dated July 28, 2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	UV Treatment Equipment Package	1	LS	\$ <u>N/A</u>	\$ <u>2,340,000.00</u>
2.	Start-Up Services	20	DAY	\$ <u>N/A</u>	\$ <u>167,200.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Note: Price is good for 120 days, taxes not included				Total Base Bid:	\$ <u>2,340,100.00</u>

two million three hundred and forty thousand one hundred dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ <u>0.00</u> \$ <u>0.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal – UV Treatment Equipment Package Complete	<u>42</u>
2.	Delivery – UV Treatment Equipment (from Formal Release)	<u>224</u>

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One): YES NO

Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One): YES NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Kevin Spehr, Vice President

Print Name / Title

July 27, 2023

Date

Please see below for list of technical clarifications and exceptions followed by Contract Rider requested to be used for this project.

Clarification Requested:

26 05 53, 3.03.C.1.c – Please confirm if specified wire colors are intended for wires inside the premanufactured equipment panels (PDCs, HSCs, LCPs). Trojan can provide phase taping on the conductors if acceptable

40 61 13, 2.3.K – Trojan has included costing for spares noted in UV specification 46 66 56. If additional PLC spares are required, provide applicable specification and section reference.

46 66 56, 1.02.C.7 – The 90% contract drawings provided in Addendum 1 indicate that PDCs and SCC will be installed in an electrical building. Trojan's bid is based on the understanding that this building will be climate controlled to a max ambient temp of 86°F. Please confirm.

46 66 56, 1.04.B & 2.02.D.6 - Please note that Trojan has updated the allowed On/Off cycles to an average of twelve (12) per day accumulated over the guaranteed life of the lamp.

46 66 56, 2.02.K.6 - For the two-channel system we will need 6 PDCs at 480/277V 60Hz, 71.2 kVA (Based on installation in climate controlled electrical room (no A/C))

46 66 56, 2.02.L.5 – The 90% contract drawings provided in Addendum 1 indicate that PDCs and SCC will be installed in an electrical building. Trojan's bid is based on the understanding that this building will be climate controlled to a max ambient temp of 86°F. Please confirm

46 66 56, 2.02.I.1.c - Per 2.02.A.1, All UV Bank metal components in contact with effluent will be Type 316 stainless steel. Please confirm if 304 SST material is acceptable for fixed weirs which are also in contact with effluent.

Drawing I012 - Drawing shows existing fiber connection for UV system. Please provide the detail of fiber optic port type.

Drawings 530 Series, S/M/E - 90% structural and mechanical drawings show top deck elevation at 26.40' with bottom of channel at 17.73'. Please note hydraulic profile shown on G-005 shows bottom of channel elevation of 18.33' and top of channel elevation 25.50'. Please confirm elevations and hydraulic profile limitations.

Exception Requested:

01 78 36, 1.04.D - For components where training, or instruction is provided in the product operation and maintenance manual, labor for parts replaced under warranty would be the responsibility of the plant operators.



40 63 43, 2.05.F, G & 2.06 – Trojan's scope includes the Allen-Bradley CompactLogix PLC which does not have an RS-232 port, key switch or chassis.

40 67 00, 2.2.N.1.c – Trojan does not use stainless steel screws to mount panel labels on Type 4X enclosure as panels' 4X ratings will be compromised. Trojan's standard uses 3M's double-sided tape VHB4930. Please confirm if this is acceptable.

40 68 00, 3.01.D.2 – Trojan proprietary routines are programmed in structured texts for conversion purposes and cannot be changed to ladder logic only

Drawing Change Requested:

General – Level control in 90% drawings show a fixed trapezoidal weir design. Per on-site meeting with Mead Hunt, Trojan has included flanged weir troughs in our proposal.

Structural– Weir crest needs to be 5.29' above the UV channel floor and troughs adjacent to the UV banks need to be 7' above the UV channel floor.

Mechanical – Cable trough information updated based on the onsite discussion with Mead Hunt on Jun 20, 2023. Support posts will be used to separate staging area alongside channels and cable tray runs back to electrical room. Cable runs evaluated and confirmed in layout DR235768 rev C drawing. Mead Hunt to confirm submitted layout is acceptable.

Drawing E016 and E530-2 – These drawings indicate that the PDCs for 3 banks (i.e. 1A-1C) being connected with 100 amp over current protection. The PDCs will have internally a 125-amp circuit breaker and would need to be supplied with a larger feed.

Drawing E016 and E530-2 – SCC, HSCs, LCPs, and on-line UVT controller are not shown on single line diagram or electrical wiring schedule. Please add missing data.

Drawing E530-2 – 71.2 is the kVA draw for PDCs without AC, 70.2kW.

Drawing M530-1 – Channel 2 banks to be shifted toward inlet side of plant as discussed at on site meeting with Mead Hunt on June 20, 2023.



Rider
Terms and Exceptions

This Rider is annexed to and expressly made part of this Purchase Order for all work described for the Project. *This Agreement does not set precedent for future projects and is intended to amend the terms solely and specifically for the Wiley M. Nash Water Reclamation Facility Upgrades Project.* Purchase Order notwithstanding, the following items are mutually agreed upon and amended as follows:

Acknowledgement

Replace the last sentence with, "However, Seller's commencement of any deliverable pursuant to this Order is an express acceptance of the mutually agreed upon terms and conditions stated herein regardless of whether actually signed by Seller."

Prime Contract Requirements

Strike the word "Prime" in the heading of this Section.

Replace the first sentence of this provision with, "With respect to the ordered equipment and materials, Seller shall assume and perform all of the obligations set forth in any and all of the Contract Documents for the Project except the initial installation thereof."

Submittals

Replace the last sentence with, "Seller shall indemnify the Purchaser against loss or expense to the extent resulting from errors or omissions or deviations that were not clearly identified in accordance with the requirements herein and approved in writing in the Seller's submittals." [Adjust the last sentence to "of adjustments for proper operation of the system..."](#)

Installation, Operation and Maintenance Manuals

In the first paragraph, remove the last three sentences.

Item 1 – Seller's Warranty

Replace this Section with the following:

The Seller guarantees and warrants that the work herein contracted will be new and in full conformity with all specifications, drawings and samples and will be free from defects in design, workmanship and materials. If the work or materials fail to meet the provisions of this guarantee, the Seller shall be responsible for promptly correcting any defects, including nonconformance with the Contract Documents by adjustment, repair, or replacement of all defective parts or materials. Seller shall be responsible for the cost of repair and/or replacement of other work damaged due to the defect or failure of the Seller's products.

Seller warrants and guarantees the work to the full extent provided for in the applicable specifications of the Contract Documents. Seller shall be responsible for all costs to fulfill the terms of the warranty specified in the Contract Documents, including cost of all materials, parts, transportation, supervision, labor, equipment, special tools, and supplies required for replacement or repair of parts and for correction of defects.

~~Unless Seller is either unwilling or unable to do so, Seller shall be permitted the first opportunity to perform any warranty related repair, replacement, or other related work in connection with this Purchase Order. If within 10 days after the Purchaser has notified the Seller of a defect, failure, or abnormality in the work, the Seller has not started to arrange the necessary repairs or adjustments, or taken meaningful steps to trouble shoot the problem, the Purchaser may declare Seller in default via formal notification to Seller.~~

~~Products repaired or replaced is not covered by any warranty except to the extent repaired or replaced by Seller, an authorized representative of Seller, or under specific instructions by Seller, in which cases, they will be covered under warranty up to the end of the warranty period applicable to the original products. The above warranties do not include the cost of shipping and handling of returned items. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. All other guarantees, warranties, conditions, and representations, either express or implied, whether arising under any statute, law, commercial usage or~~

Purchase Order XXXXXXX

otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.

All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

Item 4 – Seller Insolvency

In the first sentence, add “material” before “terms hereof”.

Add the word “Order” after the phrase “cancel this” and remove the phrase “and any or all other orders or contracts” in the last sentence.

Item 5 – Ownership of Drawings

At the end of the section add, “Seller will retain all rights to Intellectual Property and confidential information developed by it or its representatives at any time, and under this Order by the Seller and Seller hereby grants to Purchaser receives and end user a non-exclusive licenses to use such intellectual property and information only to the extent provided by implied license under applicable law, and right to the use and modification of the ~~the~~ aforementioned Intellectual Property in connection with this Owner. All such Intellectual Property and confidential information remain the sole property of Seller; and Purchaser shall not disclose (except to the extent inherently necessary during any resale of product sold hereunder), disassemble, decompile, or any results of the work, or any products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.”

Item 6 – Federal, State and Local Regulations

In the last sentence, add “or” before the work “assessment” and add “to the extent” before “resulting from”.

Item 7 – Delivery Schedule

In the first sentence, add “reasonably foreseeable” before “hindrances and delays”.

Add the following to the end of this section, “Seller is excused from performance of its obligations under this Order to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Supplier by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Supplier may, at its option, terminate this Agreement without penalty and without being deemed in default or in breach thereof. If the Prime Contract to the Owner expressly provides a force majeure clause or similar delays clause, the same clause shall be incorporated in and made a part of this Agreement for reference.”

Add the following to the end of this Section, “Purchaser will promptly inspect and accept any products delivered pursuant to this Order after receipt of such products. In the event the products do not conform to any applicable specifications, Purchaser will promptly notify Seller of such nonconformance in writing. Seller will have a reasonable opportunity to repair or replace the nonconforming product at its option. Purchaser will be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance for such products unless a written notification pursuant to this paragraph is received by Seller within thirty (30) days of delivery to Purchaser destination on Order Purchaser agrees to promptly notify Seller of any visible damages at the time of delivery.”

Add the following to the end of this Section, “Liquidated damages are Seller’s sole liability and Purchaser’s exclusive remedy for delay. Liquidated damages shall not exceed \$500.00 per day and shall not exceed five percent (5%) of the value of this Order.”

Item 8 – Shipment Delay

Replace “order” with “request”.

Add, “If Purchaser causes or requests a shipment delay after release for fabrication, actual storage costs and risks shall be borne by Purchaser.”

Item 9 – Modification / Cancellation of Order

Add the following to the end of the first paragraph, “pProvided any of the aforementioned additions, deletions, or revisions in the work are prior to release for fabrication.”

Add the following to the end of this Section, “The Seller shall have the right to request a Change Order for any

Purchase Order XXXXXXX

material changes to time or the monetary value of this Purchase Order.

Add to the end of second paragraph, "Seller shall receive compensation for all associated costs and efforts expended based on actual direct costs, including reasonable profit, up to the time of cancellation, provided Seller forwards documentation reasonably evidencing such costs."

Item 11 – Indemnification

In the first sentence, add "reasonable" before "attorney's fees" and "for damages to" before "property".

Add:

Item 13 - Limitation of Liability:

~~With the exception of the indemnity obligation provided for herein,~~ Seller's TOTAL LIABILITY for claims arising out of or in connection with this Purchase Order shall be limited to the value of the Purchase Order, except only in the case of damages arising due to Seller's willful misconduct.

Commented [KMA1]: This is Trojan's carve out to LOL.

Item 14 - Consequential Damages Waiver

~~Add~~ "In no event shall either party be liable for claims brought forth by the other party for indirect, special, incidental, or consequential damages arising from its obligation under this AgreementOrder."

Item 15 – Payment

Purchaser shall pay Seller in accordance with the payment milestones below. Payments are due net 30 from date of Purchaser's receipt of Seller's invoice. Any set-off rights in the Order notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date.

30% with Submittal approval (or Release to Fabrication)

60% on delivery

5% on equipment installation

5% on equipment acceptance

LPO (T180035) 20210602

**SCOPE OF SUPPLY FOR DELAND WASTEWATER TREATMENT PLANT
ULTRAVIOLET DISINFECTION EQUIPMENT – TROJANUVSigna™**

Prepared for: Wharton Smith/ Mead & Hunt, Inc (Project # 1000706-211566.01)

Specification Section: 46 66 56 (90 percent specs)

Addendum: 1,2,3 and 4

Trojan Quote: 235768 (Aug 1, 2023)

<u>Design Criteria:</u>	Peak Design Flow:	16 MGD
	Average Flow:	8 MGD
	Future Flow:	26 MGD
	UV Transmission:	55 % minimum
	Total Suspended Solids:	5 mg/l maximum
	Minimum Dose:	100 mJ/cm ² MS2 RED (NWRI 2012 with CR)
	Discharge Limit:	25 Fecal Coliform/100 ml based on a 1 day maximum, 75% non-detectable

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

Please refer inquiries to Trojan Manufacturer's Representative:

Representative: Joseph Sacco
TSC Jacobs North
Phone: 904-524-9576
Email: joetscjin@gmail.com

This proposal has been respectfully submitted by,
Trojan Technologies

Mike Shortt
Regional Manager

GENERAL CONFIGURATION

The TrojanUVSigna equipment described in this Scope of Supply consists of 2 channels with 6 duty and 1 redundant UV banks in each channel.

Channel Dimensions: Length: 74'-8"
 Width: 5'-4"
 Depth: 7'-8"

Note: Dimensions do not include inlet or outlet structures upstream or downstream of the UV channel.

Unless otherwise indicated in this proposal all anchor bolts, conduit, conductors, local disconnects and transformers (if required) are the responsibility of the Installation Contractor and are not included in Trojan's Scope of Supply. Specific cable types listed below are for reference only. Selecting cables that are appropriate for the installation environmental conditions and in compliance with local code is the responsibility of the Installation Contractor.

Site to provide approved (engineered) anchor points for personnel to use as part of their fall restraint system around open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 ft (2.4 m) is of sufficient length to access the work at the channel. Refer to local safety regulation.

UV BANKS

Trojan's Responsibility:

Each bank supplied will consist of TrojanUV Solo Lamps™, quartz sleeves, supporting structures, ActiClean™ chemical/mechanical cleaning system and an automatic bank lifting mechanism. UV lamps are powered from an individual electric feed from a lamp driver located in a Power Distribution Center (PDC).

Model and Make:	TrojanUVSigna™
Quantity:	7 UV Banks / Channel Each bank will be supplied with 22 UV lamps and quartz sleeves, one (1) UV intensity sensor, one (1) ActiClean chemical-mechanical wiping system and one (1) automatic bank lifting mechanism
Rating:	Type 6P / IP68 (lamp sleeve assemblies)
Approximate Weight:	22 Lamp - 650 lbs

Installation Contractor's Responsibility:

The Installation Contractor shall install, align, secure, and seal (grout) each UV bank and lifting system in the channel per the instructions provided. The Installation Contractor shall provide solid grating downstream of the UV bank to block out UV light. Please refer to the supplied Trojan-supplied drawings for details.

SYSTEM CONTROL CENTER

Trojan's Responsibility:

A System Control Center (SCC) shall be supplied to monitor and control the UV disinfection System. Trojan will provide a PLC I/O and soft address map to aid the Installation Contractor with integration of the UV PLC and SCADA system. Note: if Trojan is required to provide a managed switch in the SCC, the Plant's IT department or System Integrator will be responsible for configuring the switch to meet the Plant's security and traffic routing requirements. The UV SCC shall consist of the following:

Quantity Supplied:	1 SCC will be supplied
Location:	PLC Floor Mount
Controller Type:	CompactLogix
Operator Interface:	SCC HMI Beijer -12" (Outdoor 4X Rated)
Material / Rating:	316 Stainless Steel (Type 4X, IP 66)
Approximate Weight:	900 lbs
SCADA:	EtherNet/IP

Surge Protection:	Included
UPS:	15 minutes via 120V
Sunshade:	Included

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for mounting the SCC as indicated on the drawings. Unless otherwise indicated, the Installation Contractor to be responsible for the supply, installation and connection of the following at the SCC:

1. One (1) 120V, 60 Hz, 1 Phase, 2 Wire + GND, 1.8 kVA (to be confirmed upon final design)
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link per channel, Belden 3106A (or equivalent), to PDCs and HSCs (daisy chained per channel)
4. One (1) Cat 5e Ethernet communication link to SCADA
5. One (1) 4-20 mA analog shielded twisted pair from plant flow meter
6. One (1) 4-20 mA analog shielded twisted pair from online UV Transmittance monitor
7. Control signal conductors (as required by actuator) for control of inlet gate

POWER DISTRIBUTION CENTERS

Trojan's Responsibility:

The Power Distribution Center (PDC) distributes power to the UV lamps and shall consist of the following:

Quantity Supplied:	6 PDCs will be supplied
Method of Cooling:	Forced Air (Climate Controlled Room Required)
Material / Rating:	316 Stainless Steel
Approximate Weight:	(Double Wide) – 1984 lbs
Surge Protection:	Included

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the PDC in location. The Installation Contractor to be responsible for the supply, installation and connection of the following at each PDC:

1. One (1) 480 / 277V, 50/60 Hz, 3 phase, 4 wire + GND, 71.2 kVA power feed with local disconnect to each of PDC
2. One (1) bond link to plant ground, in accordance with applicable codes and standards (to underside of panel)
3. One (1) bond link from each UV bank to the corresponding PDC in accordance with the applicable drawings, specifications, codes, and standards
4. One (1) bank-in-place sensor cable (by Trojan) from each UV bank to corresponding PDC
5. One (1) UV intensity sensor cable (by Trojan) from each UV bank to corresponding PDC
6. One (1) Modbus communication link, Belden 3106A (or equivalent), daisy-chained per channel to HSCs from the SCC
7. One (1) discrete, 2 conductor, cable from level sensor control box for low water level signal
8. Installation and termination of lamp cables from the UV banks to each PDC. (Qty: 22 per UV Bank – supplied by Trojan)

HYDRAULIC SYSTEM CENTER

Trojan's Responsibility:

The Hydraulic System Center (HSC) houses the ancillary equipment required to operate the quartz sleeve cleaning system and automatic bank lifting mechanism.

Quantity Supplied:	4 HSCs will be supplied
Materials / Rating:	316 Stainless Steel (Type 4X, IP 66)
Hydraulic Fluid:	Mineral Oil
Approximate Weight:	500lbs
Surge Protection:	Included

Installation Contractor's Responsibility:

The Installation Contractor shall be responsible for setting in place and bolting the HSC's as shown on the Trojan drawings. The HSC's must be located within 33'-6" routing distance to the furthest UV bank. The Installation Contractor shall be responsible for the supply, connection and installation of the following at each HSC:

1. One (1) 480V 60Hz, 2.5 kVA power feed with local disconnect
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link, Belden 3106A (or equivalent), daisy-chained per channel from the PDCs from the SCC
4. Cut and crimp hydraulic hoses (coordination with Parker Store) (hoses and connections supplied by Trojan)
5. Connection of the hydraulic hoses, total of four (4) per UV bank

WATER LEVEL CONTROLLER

Trojan's Responsibility

A level control device is required to maintain and control the effluent level in the channel, regardless of flow rate.

Quantity Supplied:	2 Fixed Weirs (Troughs Three (3) per channel)
Material of Construction:	316 Stainless Steel
Effective Weir Length:	368 in. crest length per channel

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place, bolting, grouting and sealing each level control weir trough as per Trojan's and Engineer's drawings.

LOW WATER LEVEL SENSORS

Trojan's Responsibility:

A Low Water Level Sensor is required downstream of the UV System to generate a low water level signal that will shut down and protect the UV System if the water level in the channel drops too low.

Quantity Supplied:	One (1) of each water level sensor to be supplied per channel
Approximate Weight:	10 lbs (panel)

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and bolting the water level sensor panel to the effluent channel wall as per Trojan's and Engineer's drawings.

LEVEL SENSOR CONTROL BOX

Trojan's Responsibility:

Trojan will provide a wall mounted Level Sensor Control Box 24 x 14 x 6 in to provide power and relays for low level sensors.

Quantity Supplied:	One (1) Level Sensor Control Box per channel
Materials / Rating:	316 Stainless Steel (Type 4X)
Approximate Weight:	40 lbs

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for mounting the Level Sensor Control Box as indicated on the drawings. The Installation Contractor shall also be responsible for supplying mounting hardware, watertight conduit and for the supply, installation and connection of the following at each Control Box:

1. One (1) 120 Volt, 1 phase, 2 wire + GND 72 VA power supply
2. One (1) discrete, 2 conductor cable from the Low-Level Sensor to the level sensor control box
3. One (1) discrete, 2 conductor cable from the level sensor control box to each PDC in the associated channel.

UV TRANSMISSION MONITOR

Trojan's Responsibility:

An on-line UV Transmission Monitor will be supplied to provide a UVT measurement of the source water.

Description:	One (1) Hach UVAS UVT monitor including • One (1) submersible probe with mounting kit • One (1) sc4500 Controller • 25 ft cable between the probe and the controller
Enclosure Rating:	Type 4X
Controller Dimensions:	12 x 12 x 4 in
Approximate Weight:	30 pounds (includes probe and Controller)
Probe Immersion Depth:	up to 6 ft

Installation Contractor's Responsibility:

The Installation Contractor to be responsible for setting in place and mounting the Controller panel and the probe. The Installation Contractor shall also be responsible for the supply, installation and connection of the following at each Controller:

1. One (1) 120 Volt, 1 phase, 2 wire + GND, 14 VA power supply
2. One (1) 4-20mA analog shielded twisted pair to the SCC
3. Installation of sensor communication cable (by Trojan) between the probe and Controller
4. Anchor bolts as required for mounting Controller and probe to the channel edge

SPARE PARTS AND ADDITIONAL EQUIPMENT

Trojan's Responsibility:

The following equipment will be supplied with the UV system:

Description	Qty
1000W Solo Lamp	31
2kW Solo Lamp Driver	8
1000W Solo Sleeve	31
UVSigna 2 Row - Pair of Wiper Seals	22
TrojanUVSigna Operator Kit	3
UV Light Warning Signs	2
UVSigna ActiClean Drill Kit	1

NOTES AND CLARIFICATIONS TO SPECIFICATION

Clarification Requested:

26 05 53, 3.03.C.1.c – Please confirm if specified wire colors are intended for wires inside the premanufactured equipment panels (PDCs, HSCs, LCPs). Trojan can provide phase taping on the conductors if acceptable

40 61 13, 2.3.K – Trojan has included costing for spares noted in UV specification 46 66 56. If additional PLC spares are required, provide applicable specification and section reference.

46 66 56, 1.02.C.7 – The 90% contract drawings provided in Addendum 1 indicate that PDCs and SCC will be installed in an electrical building. Trojan's bid is based on the understanding that this building will be climate controlled to a max ambient temp of 86°F. Please confirm.

46 66 56, 1.04.B & 2.02.D.6 - Please note that Trojan has updated the allowed On/Off cycles to an average of twelve (12) per day accumulated over the guaranteed life of the lamp.

46 66 56, 2.02.K.6 - For the two-channel system we will need 6 PDCs at 480/277V 60Hz, 71.2 kVA (Based on installation in climate controlled electrical room (no A/C))

46 66 56, 2.02.L.5 – The 90% contract drawings provided in Addendum 1 indicate that PDCs and SCC will be installed in an electrical building. Trojan's bid is based on the understanding that this building will be climate controlled to a max ambient temp of 86°F. Please confirm

46 66 56, 2.02.I.1.c - Per 2.02.A.1, All UV Bank metal components in contact with effluent will be Type 316 stainless steel. Please confirm if 304 SST material is acceptable for fixed weirs which are also in contact with effluent.

Drawing I012 - Drawing shows existing fiber connection for UV system. Please provide the detail of fiber optic port type.

Drawings 530 Series, S/M/E - 90% structural and mechanical drawings show top deck elevation at 26.40' with bottom of channel at 17.73'. Please note hydraulic profile shown on G-005 shows bottom of channel elevation of 18.33' and top of channel elevation 25.50'. Please confirm elevations and hydraulic profile limitations.

Exception Requested:

01 78 36, 1.04.D - For components where training, or instruction is provided in the product operation and maintenance manual, labor for parts replaced under warranty would be the responsibility of the plant operators.

40 63 43, 2.05.F, G & 2.06 – Trojan's scope includes the Allen-Bradley CompactLogix PLC which does not have an RS-232 port, key switch or chassis.

40 67 00, 2.2.N.1.c – Trojan does not use stainless steel screws to mount panel labels on Type 4X enclosure as panels' 4X ratings will be compromised. Trojan's standard uses 3M's double-sided tape VHB4930. Please confirm if this is acceptable.

40 68 00, 3.01.D.2 – Trojan proprietary routines are programmed in structured texts for conversion purposes and cannot be changed to ladder logic only

Drawing Change Requested:

General – Level control in 90% drawings show a fixed trapezoidal weir design. Per on-site meeting with Mead Hunt, Trojan has included flanged weir troughs in our proposal.

Structural– Weir crest needs to be 5.29' above the UV channel floor and troughs adjacent to the UV banks need to be 7' above the UV channel floor.

Mechanical – Cable trough information updated based on the onsite discussion with Mead Hunt on Jun 20, 2023. Support posts will be used to separate staging area alongside channels and cable tray runs back to electrical room. Cable runs evaluated and confirmed in layout DR235768 rev C drawing. Mead Hunt to confirm submitted layout is acceptable.

Drawing E016 and E530-2 – These drawings indicate that the PDCs for 3 banks (i.e. 1A-1C) being connected with 100 amp over current protection. The PDCs will have internally a 125-amp circuit breaker and would need to be supplied with a larger feed.

Drawing E016 and E530-2 – SCC, HSCs, LCPs, and on-line UVT controller are not shown on single line diagram or electrical wiring schedule. Please add missing data.

Drawing E530-2 – 71.2 is the kVA draw for PDCs without AC, 70.2kW.

Drawing M530-1 – Channel 2 banks to be shifted toward inlet side of plant as discussed at on site meeting with Mead Hunt on June 20, 2023.

MICROBIOLOGICAL PERFORMANCE TESTING (if required)

Trojan's Responsibility:

Trojan will supply a performance testing protocol to the Installation Contractor to be forwarded to the Engineer for approval. Trojan will produce the final test report (based on data supplied by the independent lab) and will forward the final report to the Installation Contractor.

Installation Contractor's Responsibility:

The Installation Contractor is to cover all associated on site costs for performance testing (independent lab services, bottles, shipment, etc.). The Installation Contractor to be responsible for completing the performance testing as per the testing protocol supplied by Trojan and approved by the Engineer.

DOCUMENTATION (SHOP DRAWINGS AND O&M MANUALS)

The following documentation will be supplied by Trojan per the following schedule:

- One (1) electronic copy of Trojan Shop Drawing Submittals 4 - 6 weeks after receipt of written purchase order (hardcopies available upon request)
- One (1) electronic copy of Trojan Standard O&M manuals at time of equipment delivery (hardcopies available upon request)

DELIVERY, START-UP AND TRAINING

Equipment shipped **30 – 32** weeks after approval of Shop Drawings. Note: PLC suppliers are signaling increased lead times globally, which may impact equipment delivery of the controls package..

Installation Contractor's Responsibility:

The Contractor is responsible for:

- Un loading of the components supplied by Trojan, storage of all components, if required in a clean dry environment
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan's shop drawings, instructions and installation checklist.
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others,
- Completing the Checklist and returned at least two (2) weeks prior to date requested for commissioning.

The following start-up services will be provided by Trojan-certified technicians:

- Installation assistance as required by phone or fax. Technical Assistance Center 1-866-388-0488 or tac@trojanuv.com
- Start-up and testing of the installed UV equipment.
 - If the Trojan's Certified Service Technician determines the Contractor work is not complete and the start-up cannot be completed in the allotted time a return visit will be scheduled at the Contractors expense.
- Classroom and/or jobsite training for operations staff
 - If trainees are not available a return visit will be scheduled at the Contractors expense.

WARRANTY

Trojan will warrant the equipment and parts for 12 months after start-up or 24 months after shipment, whichever comes first. Refer to attached Terms and Conditions for additional details.

- UV lamps shall be warranted for 15,000 hours prorated after 9,000 hours.
- Lamp drivers shall be warranted for 10 years, prorated after 1 year.

- UV Intensity sensors shall be warranted for 5 years, prorated after 1 year.

SELLING PRICE

\$ See Bid Form USD

Selling price does not include any duties or taxes that may be applicable
Freight included if destination is within North America
Incoterms 2020: DDP

PAYMENT TERMS & INVOICING MILESTONES

Net 30 Days

- 30% upon Submittal Approval
- 60% upon Equipment Delivery to job site
- 5% upon Equipment Installation or 90 days after Delivery (whichever occurs first)
- 5% upon Equipment Acceptance

If UV System Start-up is required within 30 days of shipment, Trojan requires 95% payment unless agreed upon in writing before authorizing system Start-up.

TERMS AND CONDITIONS

Trojan appreciates the opportunity to submit this proposal. Our proposal is submitted subject to and based on Trojan's standard terms and conditions, which we have attached as part of our proposal. We believe these terms and conditions are customary in the trade and respectfully reserve the opportunity to negotiate, fair and reasonable contract terms acceptable to both parties, if Trojan is selected for this project.



Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER.

3. DELIVERY: Delivery will be accomplished EXW or CIP at the point of shipment (Incoterms 2020), unless otherwise expressly agreed between the parties. Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where Buyer is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for reasonable storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess reasonable storage charges to the account of BUYER.

4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within thirty (30) days of delivery to BUYER destination on order.

5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the quotation. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. If SELLER's delivery of Products surpasses one (1) year in length, then at least on an annual basis, or if changes to the Products are requested or needed, the parties shall conduct good faith discussions regarding changes to the prices for the Products, to reflect SELLER's increased costs for which SELLER shall be entitled to additional fair and appropriate compensation.

6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly set forth in the purchase order or otherwise required by the Seller, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to Seller, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's quotation, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent

infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. TRADEMARKS AND OTHER LABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to Buyer upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

13. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date.

15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of

obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See www.danaherintegrity.com and www.danaher.com/how-we-work/integrity-and-compliance for a copy of the CoC and for access to our Helpline portal.

18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.

23. APPLICABLE LAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario.

24. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services.

Terms and Conditions Covering Sales of Configured-to-Order Projects and Systems

In addition to all terms and conditions above, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in Seller's Quotation; provided that if the Start-Up Date (as defined below) is less than 30 days after the Acceptance Date, 90% of the purchase price is due on or before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such payment event will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such payment event had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Products (or parts thereof) as the Buyer's property and shall store the Products (or parts thereof) in a segregated area until actual delivery.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 The BUYER can request a rescheduling of the Delivery Date on one occasion only by notifying SELLER in writing not less than four weeks prior to the scheduled Delivery Date. The BUYER may request that the Delivery Date be extended by a period up to six weeks, without penalty, but may not request that the Delivery Date be moved forward. The BUYER may also request that the Delivery Date be extended beyond a six-week period but, SELLER may not agree to such extension, beyond the maximum six-week extension period

102.3 SELLER may, in its sole discretion, agree to change the Delivery Date on more than one occasion or if less than four weeks' prior notice is provided of a requested change, but is under no obligation to do so.

102.4 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.5 Where any change to the Delivery Date is made at BUYER's request, for all purposes with respect to the warranty and payment provided by SELLER in connection with the Products, the initial Delivery Date will be considered to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide disinfection in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description:

Project Name:

Owner:

Bid Date:

Bid Package 30 - Double Disc Sludge Pumps Package

Wiley M. Nash WRF Expansion & Upgrades

City of DeLand

Thursday, August 3, 2023

Scope Item Description		Penn Valley/Envirosales						
		Chuck Hlavach						
		941-915-4861						
Base Bid Before Alternates		\$ 79,294.00						
Double Disc Sludge Pumps	Y	\$ 57,010.00		\$ -		\$ -		\$ -
Control Panels	Y	\$ 15,684.00		\$ -		\$ -		\$ -
Start-Up Services	Y	\$ 6,500.00		\$ -		\$ -		\$ -
Indemnification	Y	\$ 100.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
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		\$ -		\$ -		\$ -		\$ -
Alternates/Adjustments		\$ 2,500.00						
Anchor bolts	Y	\$ 2,500.00		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
		\$ -		\$ -		\$ -		\$ -
Bid Document Requirements								
Bid Form		Y						
Clarifications / Exceptions		Y						
Acknowledged Addenda		Y						
SRF Davis Bacon		Y						
SRF AIS & BABA		Y						
Additional Notes								
		Taxes not included						
SUBTOTAL:		\$ 79,294.00		\$ -		\$ -		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ 2,500						
Total Adjusted Scope:		\$ 81,794.00		\$ -		\$ -		\$ -
		\$ 81,794.00	NO BID		NO BID		NO BID	

Recommend award to:

Penn Valley Pumps (Envirosales)

Adam Bergdahl

From: Preston Campbell <pcampbell@pennvalleypump.com>
Sent: Thursday, August 3, 2023 8:44 AM
To: Adam Bergdahl
Cc: Greg Slohoda (greg@envirosalesofflorida.com); Dwayne Kreidler
Subject: FW: Wiley M Nash WRF -DeLand Campus - Double Disc Sludge Pumps Bid Submission
Attachments: Double Disc Pump Bid Submission - Wiley M Nash WRF - Deland, FL - Wharton Smith.pdf

Hi Adam,

I submitted our bid to this morning and got a bounce back that Dwayne is out of the office. I am forwarding to you to make sure it is received.

Let me know if you have any questions.

Sincerely,
PENN VALLEY PUMP COMPANY, INC.

Preston Campbell

998 Easton Road
Warrington, PA 18976
pcampbell@pennvalleypump.com
Cell: 215-801-7614
Direct: 215-343-3751
Toll Free: 800-311-3311
<https://www.pennvalleypump.com/>



Perfection is not attainable, but if we chase perfection we can catch excellence. —Vince Lombardi



From: Preston Campbell
Sent: Thursday, August 3, 2023 8:25 AM
To: Dwayne Kreidler <dkreidler@whartonsmith.com>

Cc: greg@envirosalesofflorida.com

Subject: Wiley M Nash WRF -DeLand Campus - Double Disc Sludge Pumps Bid Submission

Good Morning Dwayne Kreidler,

Attached please find our executed bid submission package for the Double Disc Sludge Pump bid.

Please let me know if there are any questions or if any additional information is required.

Sincerely,

PENN VALLEY PUMP COMPANY, INC.

Preston Campbell

998 Easton Road

Warrington, PA 18976

pcampbell@pennvalleypump.com

Cell: 215-801-7614

Direct: 215-343-3751

Toll Free: 800-311-3311

<https://www.pennvalleypump.com/>



Perfection is not attainable, but if we chase perfection we can catch excellence. —Vince Lombardi



BID FORM

Project: DeLand Campus – Wiley M. Nash Water Reclamation Facility Upgrades
Bid Package: Double Disc Sludge Pumps
To: Dwayne Kreidler, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
dkreidler@whartonsmith.com

Bidder Information:

Company: Penn Valley Pump Co., Inc.
Contact Name: Preston Campbell Title: Vice President
Address: 998 Easton Road
Warrington, PA 18976
Phone Number: 800-311-3311 Fax: 215-343-8753

Bid Proposal Documentation Checklist (check all that apply):

☒ Bid Form	☐ Value Engineering Proposal
☐ Sanctions and Litigation	☐ List of Subcontractors
☐ Licenses (As Applicable)	☐ Certificate of Insurance
☐ Proof of Bonding Capability	☐ Clarifications (if Applicable)
☒ Meets SRF Program Requirements	☐ MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/10/2023 No. 2 Dated 7/24/2023

No. 3 Dated 7/28/2023 No. 4 Dated 7/28/2023

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Double Disc Sludge Pumps	2	EA	\$ 28,505.00	\$ 57,010.00
2.	Control Panels	2	EA	\$ 7,842.00	\$ 15,684.00
3.	Start-Up Services	5	DAYS	\$ 1,300.00	\$ 6,500.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 79,294.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

* We do not collect sale tax and the pricing above does not include sales tax. Wharton-Smith will be responsible for paying all sales tax.

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: N/A	1	LS	\$ 0.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	21 - 28 Days
2.	Pump Delivery (from formal Release)	84 - 98 Days
3.	Control Panel Delivery (from formal Release)	84 - 98 Days

SRF & BABA CONFORMANCE

Base Bid is in conformance with SRF Davis-Bacon Requirements (Circle One):

☒ YES

☐ NO

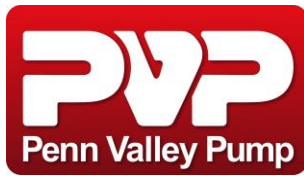
Base Bid is in conformance with SRF AIS & BABA Requirements (Circle One):

☒ YES

NO

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

_____	Preston Campbell / VP Sales	08/02/2023
Signature	Print Name / Title	Date



Penn Valley Pump Co., Inc.

998 Easton Road • Warrington, PA 18976

Ph: 215-343-8750 • Fax: 215-343-8753

www.pennvalleypump.com

Date: August 2, 2023

To: Dwayne Kreidler
Wharton - Smith

Project: Wiley M. Nash WRF Upgrades - Deland Campus

Engineer: Mead & Hunt

Section: 46 78 00 Double Disc Sludge Pumps

SCOPE OF WORK – QUOTE 22202

We are pleased to offer our proposal for supply only of material and services in general accordance with the subject specification section(s) as clarified or noted below.

Application: Scum Transfer – P313-6 and P313-7
Duty: 70 GPM @ 25ft TDH

Two (2) 4" Model 4DDSX30CNU-MK3 Penn Valley Double Disc Pump™ units per the following:

- Pump body in Class 30 Cast iron with neoprene elastomers
- SS304 Side motor mounting frame
- 3HP, 1200RPM 230-460/3/60 TEFC premium efficient, severe duty inverter ready motor
- 200RPM Nominal Pump speed via V-belt and pulley drive system
- Suction and Discharge pulsation dampeners
- OSHA SS304 stainless steel guards and cover
- Ferrous metal surfaces prepared, primed and painted

Two (2) Model PVP420V Suction pressure sensor and gauge assembly consisting of 1" NPT SS316 sensor and 4" (30" HG – 30psi) stainless steel gauge.

Two (2) Model PVP420PS Discharge pressure sensor, switch and gauge assembly consisting of 1" NPT SS316 sensor, NEMA 4X adjustable pressure switch and 4" (0 – 100psi) stainless steel gauge.

One (1) Set of spare parts as indicated in the specifications.

One (1) Disc removal tool

Two (2) Set of anchor bolts

Three (3) Days of start-up and training services.

One (1) Set of project submittals and O&M manuals as required.

Price: \$ See bid form

Optional:

Two (2) Scum pump control panels, NEMA 4X SS316 Construction, 24 x 20 x 8 with 3 phase transient surge suppressor, circuit breaker disconnect, 3-Pole motor starter circuit breaker, 3HP motor starter, control transformer, single-phase transient surge suppressor, HOA switch, alarm reset button, run light, fault light, high pressure light, all necessary wire, wireway, relays, etc.

Two (2) days of start-up and training for control panels.

Price: **\$See bid form**



Commercial Terms:

Terms: 95% Net 30 days, 5% balance not to exceed 90 days after start-up

Validity: This proposal is valid for one hundred eight (180) days from issue date. After this timeframe we reserve the right to make price adjustments.

Shipment: 12 – 14 weeks after receipt of approved submittals

Submittals: 3 – 4 weeks after receipt of purchase order

Shipping: F.O.B. Factory, Warrington, PA with full freight allowed to Jobsite
Estimated weight of shipment is 2,600lbs.

Warranty: Equipment warranty is two (2) years from day of start-up or 30 months from shipment against defects in workmanship and materials.

The following items are not included:

- Installation
- Foundations, anchor bolts, grouting and foundation design
- Utilities including air, water and power
- Spare parts, unless detailed in scope of work above
- Field applied coatings
- Field installed piping and pipe supports
- Field installed interconnecting wiring, conduit and cable tray
- Permits, taxes and import duties

If there are any questions regarding this scope of work or any additional information is required, please feel free to contact me at 215-343-8750.

Proposed by:
PENN VALLEY PUMP CO., INC.



Preston Campbell



EXHIBIT B

PLANS & SPECIFICATIONS

The Plans and Specifications, the dates of which are set forth in the body of this Contract, are not attached hereto due to the large size of the documents. Copies of the Plans and Specifications are maintained by the CM/GC and the City.

Exhibit C: Sales Tax Exemption Procedure

Owner Direct Purchases: The City reserves the right to direct purchase equipment or materials required for the Project which is the subject of this Contract. This process will be referred to as Owner Direct Purchase (ODP) and is a method that may be utilized to create savings for the City. This saves the amount of sales tax when purchased directly from the manufacturer or supplier, and simultaneously decreases the amount of the Contract for the cost of the equipment.

1. When the City exercises the right to procure equipment or materials through an ODP, the CM/GC will identify the cost of the equipment or materials to be purchased by the City. The price will include all Florida sales taxes normally applicable to such equipment or materials.
2. The CM/GC shall furnish the City with a requisition identifying all components of the equipment or materials to be purchased; this shall be acceptable to the City Representative. This form at minimum shall include:
 - The name, address, telephone number, FEIN and contact of supplier.
 - Manufacturer brand, model or specification number of the item.
 - Quantity estimated by the CM/GC.
 - The price quoted by supplier.
 - Any sales taxes quoted.
 - Shipping, handling and insurance costs.
 - Delivery date as established by the CM/GC.
 - Any special terms negotiated.
3. The City will issue a purchase order for the items which the City will purchase and the purchase order will be sent to the supplier for verification.
4. The CM/GC shall prepare and the City will execute a deductive change order to reflect the purchases made by the City. The deductive change order must be complete before issuing a purchase order.
5. The CM/GC shall be fully responsible for the receipt and acceptance of the ODP equipment or materials. At a minimum, the CM/GC shall verify quantities, documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, unload, handle and securely store equipment and materials.
6. The CM/GC shall inspect ODP items prior to acceptance. If the CM/GC discovers defective or non-conforming equipment or materials, the CM/GC shall not utilize such non-conforming equipment or materials and promptly notify the City Representative. The CM/GC shall be fully responsible if the CM/GC fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The CM/GC shall ensure that equipment or material received is per applicable Specifications.
7. The CM/GC warrants ODP equipment and materials the same as all other equipment and materials furnished by the CM/GC, and nothing related to an ODP shall alter or modify the CM/GC obligations under the Contract relative to warranties.
8. The CM/GC shall be liable for any interruption or delay in connection with ODP equipment and materials.
9. The CM/GC shall maintain records of all ODP equipment and the records shall be available for inspection by the City upon request.

EXHIBIT D

PERFORMANCE & PAYMENT BOND FORM

Surety Assigned Bond No. _____

PAYMENT/PERFORMANCE BOND

This bond is given to comply with §255.05, Florida Statutes.

CONTRACTOR

Wharton-Smith, Inc.
750 Monroe Road
Sanford, FL 32771
(407) 321-8410

SURETY

OWNER

City of DeLand,
Florida

PROJECT NAME:

City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion

CITY CONTRACT NO.: RFP No. 22-02 (WRF)

PROJECT DESCRIPTION: Upgrades to existing waste water treatment facility to achieve advanced wastewater treatment standards and plant expansion to increase treatment capacity, together with related campus improvements.

BY THIS BOND, We WHARTON-SMITH, INC., as Contractor, and _____, a corporation, as Surety, are bound to the City of DeLand, Florida, herein called Owner, in the sum of \$_____, 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 Contractor:

1. Performs the contract dated September 18, 2023, between Contractor and Owner for the City of DeLand Water Reclamation Facility (WRF) Upgrades and Plant Expansion, the contract documents being made a part of this bond by reference (which include all Contract Documents as defined in the Contract Documents, including this surety bond, and such alterations as may be made in said Contract Documents as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and In accordance with the limitations set forth in § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

Surety Assigned Bond No. _____

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.
6. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20____.

*(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will witness/attest and affix seal).*

By: _____
Title: _____
Print Name: _____

WITNESS:

WITNESS:

Corporate Secretary or Witness
Print Name: _____

Print Name: _____

(affix corporate seal)

By: _____
ATTORNEY-IN-FACT
Print Name: _____
(affix corporate seal)

(Power of Attorney must be attached)

A.M. Best No.: _____

NAIC No.: _____

EXHIBIT E

INSURANCE REQUIREMENTS

The successful Contractor, prior to signing of the contract, and before starting work on any projects, shall be required to submit all certificates of insurance as follows:

- i. Workers' Compensation – Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.
- ii. Comprehensive General Liability and Auto Liability – Including but not limited to bodily injury, property damage, and personal injury with limits of not less than \$5,000,000 combined single limit per occurrence including Contractual Liability incurred under this Contract.
- iii. Professional Liability Insurance – For errors and omissions in the amounts of \$2,000,000 per claim.
- iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Note: The City may look to place their own builder's risk on the project if desired and will communicate with the CM in regards to final plans.
- v. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

vi. Surety Bonds as described below.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

vii. Self-Insured Retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the claims reporting requirements must be submitted to the Entity for review.

v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers – Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation – Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage – Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors – Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds – Contractor shall provide the following Surety Bonds:

i. Bid Bond

ii. Performance Bond

iii. Payment Bond

iv. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Florida and secured through an authorized agent with an office in Florida.

EXHIBIT F

STANDARD GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Request for Proposal or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Request for Proposal or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Proposal*—The offer of a Construction Manager/General Contractor submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Construction Manager/General Contractor*—An individual or entity that submits a Proposal to Owner.
 6. *Request for Proposal*—The Requirements, the proposed Contract Documents, and all Addenda.
 7. *Request for Proposal*—The Advertisement Instructions to Construction Manager/General Contractor, Bond or other security, if any, the Proposal Form, and the Proposal with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

EJCDC® C-700, Standard General Conditions of the Construction Contract.

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Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The Construction Manager/General Contractor with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Construction Manager/General Contractor of Owner's acceptance of the Proposal.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the

Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Construction Manager/General Contractor*—The Construction Manager/General Contractor to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Request for Proposal or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

“furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Proposals (or on the Effective Date of the Contract if there were no Proposals), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. Intentionally Omitted.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
- then Contractor shall, within three (3) business days after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Proposal or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Request for Proposal or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Request for Proposal or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Proposal or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the Request for Proposal process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Proposal (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Proposal (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- 7.18 *Indemnification*
- A. Intentionally Omitted.
- B. Intentionally Omitted.
- 7.19 *Delegation of Professional Design Services*
- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve

the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or

the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Intentionally Omitted.

- A. Intentionally Omitted.
- B. Intentionally Omitted.
- C. Intentionally Omitted.

11.02 Intentionally Omitted.

- A. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.
 - 4. Intentionally Omitted.
- B. Intentionally Omitted.

11.03 Intentionally Omitted.

- A. Intentionally Omitted.
- B. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract

Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Intentionally Omitted.*

- A. *Intentionally Omitted.*
- B. *Intentionally Omitted.*
 - 1. *Intentionally Omitted.*
 - 2. *Intentionally Omitted.*
 - 3. *Intentionally Omitted.*
- C. *Intentionally Omitted.*
 - 1. *Intentionally Omitted.*
 - 2. *Intentionally Omitted.*
 - a. *Intentionally Omitted.*
 - b. *Intentionally Omitted.*
 - c. *Intentionally Omitted.*
 - d. *Intentionally Omitted.*
 - e. *Intentionally Omitted.*
 - f. *Intentionally Omitted.*

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

- a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
- 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Intentionally Omitted.

- A. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.
 - 4. Intentionally Omitted.
- B. Intentionally Omitted.
- C. Intentionally Omitted.
- D. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.
- E. Intentionally Omitted.
- F. Intentionally Omitted.
- G. Intentionally Omitted.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Intentionally Omitted.

- A. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
- B. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.
 - 4. Intentionally Omitted.
 - 5. Intentionally Omitted.
 - a. Intentionally Omitted.

- b. Intentionally Omitted.
 - 1) Intentionally Omitted.
 - c. Intentionally Omitted.
 - 1) Intentionally Omitted.
 - 2) Intentionally Omitted.
 - 3) Intentionally Omitted.
 - d. Intentionally Omitted.
 - e. Intentionally Omitted.
 - f. Intentionally Omitted.
 - g. Intentionally Omitted.
 - h. Intentionally Omitted.
 - i. Intentionally Omitted.
 - C.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.
 - 4. Intentionally Omitted.
 - 5. Intentionally Omitted.
 - 6. Intentionally Omitted.
 - 7. Intentionally Omitted.
 - D. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - a. Intentionally Omitted.
 - b. Intentionally Omitted.
 - 1) Intentionally Omitted.
 - 2) Intentionally Omitted.
 - 2. Intentionally Omitted.
 - E. Intentionally Omitted.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, is for the sole use of Owner, giving due consideration to the CM/GC's recommendations, to cover the additional cost to complete the elements of the Work that remain to be designed in the 90% plans attached to this Contract on the date of execution and risk allowances, both as set forth in Attachment 4 to the GMP (Question and Response Log to the GMP), as well as any other unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required through the GMP allowance:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the

diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored

elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Intentionally Omitted.

1. Intentionally Omitted.
2. Intentionally Omitted.
 - a. Intentionally Omitted.
 - b. Intentionally Omitted.
 - c. Intentionally Omitted.
3. Intentionally Omitted.
 - a. Intentionally Omitted.
 - b. Intentionally Omitted.
4. Intentionally Omitted.
 - a. Intentionally Omitted.
 - b. Intentionally Omitted.
 - c. Intentionally Omitted.
 - d. Intentionally Omitted.
 - e. Intentionally Omitted.
5. Intentionally Omitted.
6. Intentionally Omitted.
 - a. Intentionally Omitted.
 - b. Intentionally Omitted.
 - c. Intentionally Omitted.
 - d. Intentionally Omitted.
 - e. Intentionally Omitted.

D. Intentionally Omitted.

1. Intentionally Omitted.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

- c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Intentionally Omitted.

- A. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.
 - 4. Intentionally Omitted.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Intentionally Omitted.

- A. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - a. Intentionally Omitted.
 - b. Intentionally Omitted.
 - c. Intentionally Omitted.
 - d. Intentionally Omitted.
 - e. Intentionally Omitted.
 - 3. Intentionally Omitted.
- B. Intentionally Omitted.
- C. Intentionally Omitted.
- D. Intentionally Omitted.
- E. Intentionally Omitted.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. Intentionally Omitted.

16.02 Intentionally Omitted.

A. Intentionally Omitted.

1. Intentionally Omitted.

2. Intentionally Omitted.

3. Intentionally Omitted.

4. Intentionally Omitted.

B. Intentionally Omitted.

1. Intentionally Omitted.

2. Intentionally Omitted.

C. Intentionally Omitted.

D. Intentionally Omitted.

E. Intentionally Omitted.

F. Intentionally Omitted.

G. Intentionally Omitted.

16.03 Intentionally Omitted.

A. Intentionally Omitted.

1. Intentionally Omitted.

2. Intentionally Omitted.

3. Intentionally Omitted.

B. Intentionally Omitted.

16.04 Intentionally Omitted.

A. Intentionally Omitted.

B. Intentionally Omitted.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES INTENTIONALLY OMITTED.

17.01 Intentionally Omitted.

- A. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
- B. Intentionally Omitted.
 - 1. Intentionally Omitted.
 - 2. Intentionally Omitted.
 - 3. Intentionally Omitted.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800E
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.42 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Construction Contract:

SC-1.01.A.51 Intentionally Omitted.

SC-1.01.A.52 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 14.03 of the General Conditions, as supplemented.

SC-1.01A.53 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.

SC-1.01A.54 Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

SC-1.01A.55 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

SC-1.01A.56 Initiation of Operation - The date when the OWNER actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The OWNER shall not be deemed to have accepted the Work until Initiation of Operation.

- SC-1.01A.57 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.
- SC-1.01A.58 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.
- SC-1.01A.59 Non-Prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01 32 16: Construction Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.60 Prejudicial Delay - Any Excusable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01A.61 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.
- SC-1.01A.62 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents."
- SC-2.02 Modify paragraph 2.02A of the General Conditions:
- A. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR one (1) complete sets of Contract Documents.
- SC-2.03 Add the following immediately after subparagraph 2.03A.3 of the Standard General Conditions:
4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01 32 16, 01 33 23 and 01 29 73, respectively.
- SC-3.01 Add the following immediately after paragraph 3.01 G of the Standard General Conditions:

- H. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
- I. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

SC-4.01 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.

- A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-5.02 Add new sub-paragraphs immediately after paragraph 5.02A.2 of the Standard General Conditions which are to read as follows:

- A.3 Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.
- A.4 Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-5.04 Intentionally Omitted.

SC-5.06 Add a new paragraph immediately after paragraph 5.06 K of the Standard General Conditions which is to read as following:

- L. No claim of the CONTRACTOR under paragraphs 5.03, 5.05 and 5.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 5.06E, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 13 of the Standard General Conditions.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 C of the Standard General Conditions which is to read as follows:

- 1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:

- a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

All Surety Companies are subject to approval and may be rejected by the OWNER without cause.

- 2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.

- a. The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

- 3. Requirements:

- a. Policyholders surplus is required to be five (5) times the amount of any one bond.
- b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.

SC-6.01 Intentionally Omitted

SC-6.02E Delete paragraph 6.02E of the Standard General Conditions in its entirety.

SC-6.03 In the case of a conflict between Section 6.03 of Section 00700 and one or more of the provisions of Section 00800, the provisions of 00800 shall prevail.

- SC-6.04 Delete paragraph 6.04 of the Standard General Conditions in its entirety.
- SC-7.02 Add the following sub-paragraphs immediately after paragraph 7.02B of the Standard General Conditions which are to read as follow:
- C. The Owner reserves the right to review and approve the resident superintendent.
- SC-7.03 Add the following sub-paragraphs immediately after paragraph 7.03C of the Standard General Conditions which are to read as follow:
- D. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than eight (8) hours per day at 5 days per week or ten (10) hours per day at 4 days per week totaling forty (40) hours per week during weekdays. Requests to Work during other regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.
 - E. The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-7.03D. The rate paid to the OWNER by the CONTRACTOR for additional engineering and construction observation changes shall be in accordance with the existing Contract between the OWNER and ENGINEER.
 - F. The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.
- SC-7.07 Delete paragraphs 7.07A and 7.07B of the Standard General Conditions and insert the following in its place:
- A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a

substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.

However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-7.09 Add the following to the end of paragraph 7.09 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-7.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. The Engineer has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Engineer does not have the authority to stop the work of any construction contractor. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal

injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-7.13 The CONTRACTOR's obligations under paragraph 7.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 7.13J of the Standard General Conditions:

- K. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-7.16 Add the following paragraph after 7.16 C in the Standard General Conditions:

- 9. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-7.17 Add the following after paragraph 7.17E.

- F. Contractor warrants that (1) the supplies to be provided to the Owner pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the Owner pursuant to this Agreement conform to the standards required by this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and other security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the Owner and its successors and assigns.

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- G. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-7.18A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-7.18B Paragraph 7.18B of the Standard General Conditions has been deleted in its entirety and insert the following in its place:

- B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-8.02 Delete paragraph 8.02A of the Standard General Conditions in its entirety and insert the following in its place:

8.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.
2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
4. If the Work is delayed because of any acts of omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-9.06 Delete paragraph 9.06 of the Standard General Conditions in its entirety.

SC-10.06 Delete paragraphs 10.06A in their entirety and insert the following:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within

thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in the Circuit Court for the Seventh Judicial Circuit in and for Volusia County in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

SC-10.06 Intentionally Omitted.

SC-11.05 Paragraph 11.05A of the Standard General Conditions has been deleted in its entirety and insert the following in its place:

- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a

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Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 on the basis of a claim made by either party.

SC-11.08 Delete paragraphs 11.08A and 11.08B of the Standard General Conditions in its entirety and insert the following in its place:

- A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or circumstance giving rise to an Excusable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01 32 16: Construction Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 15.06 of the Standard General Conditions.

Intentionally Omitted.

- B. Contractor shall not be entitled to any damages due to delay in the completion of the Work or a specified part thereof regardless of the cause. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01 32 16: Construction Progress Schedules, of the General Requirements.
- C. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-14.02 Delete Paragraph 14.02B in its entirety and insert the following:

- B. Payment of testing and laboratory services is specified in Section 01 45 29; Testing Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections,

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tests or approvals covered by paragraph 14.02C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 14.05C shall be paid as provided in said paragraph 14.05C.

SC-14.03 Add the following new paragraph immediately after sub-paragraph 14.03D1 of the Standard General Conditions:

- D. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-14.05 Amend paragraph 14.05C.1 of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties...”

SC-15.01 Add the following sentence to end of paragraph 15.01:

Payment to Contractor for stored materials shall be the Owner’s option and at the Owner’s sole discretion.

SC-15.01 Add the new sub-paragraph immediately after sub-paragraph 15.01B.4:

- 5. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01 32 16: Construction Progress Schedules.

SC-15.01D This section is hereby deleted. The requirements of Florida Statute 218.735 of the Florida Prompt Payment Act shall apply.

SC-15.03 Delete paragraph 15.03A in its entirety and insert the following in its place:

- A. After all requirements of Section 01 77 00: Closeout Procedures have been met with respect to Substantial Completion, and when the CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.08 Add the following new sub-paragraph immediately after sub-paragraph 15.08A.4:

5. When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

Add the following new paragraphs immediately after paragraph 15.08F:

G. Subject to adjustments as described in sub-paragraph 15.08, the period during which the CONTRACTOR must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the OWNER (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days. No later than thirty (30) days before Initiation of Operation the OWNER shall notify the CONTRACTOR in writing of the date upon which Initiation of Operation is expected to occur, and the CONTRACTOR shall ensure that the Work is ready in its entirety by such date for use by the OWNER as contemplated in the Contract Documents.

H. From the date of Substantial Completion until Initiation of Operation, the CONTRACTOR shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The CONTRACTOR shall rebuild, repair, restore, and make good at no cost to the OWNER, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the OWNER, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the CONTRACTOR of its responsibility for the Work as herein specified. The CONTRACTOR's responsibilities under this paragraph 15.08 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in Article 11 and 12 of the Standard General Conditions.

SC-16.01 Add a new subparagraph immediately after paragraph 16.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 16.01A, if the OWNER stops Work

under paragraph 16.04 or suspends the CONTRACTOR's services under paragraph 16.01 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-17 Article 17 has been deleted. Insert the following: The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity, shall lie exclusively in the Circuit Court of the Seventh Judicial Circuit in and for Volusia County, Florida . This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SC-18.10 Add the following paragraph immediately after paragraph 18.10A of the General Conditions which are to read as follows:

- B. The form of all notices to Proceed, Notices of Award, submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER.

END OF SECTION

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Task Order Assignment, Wiley M. Nash WRF Expansion and Upgrade CEI and EOR Services.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: CEI Proposal Scope

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

In the FY 21/22 budget, the City Commission approved the design of the Wiley M. Nash Water Reclamation Facility (WRF) Expansion and Upgrade. This project will increase the capacity of the WRF from 6.0 million gallons/day (MGD) to 8.0 MGD and allow for the advanced wastewater treatment of flow to remove nutrients from the reclaim and effluent discharges. The nutrient removal of Total Nitrogen (TN) and Total Phosphorus (TP) is a new Florida Department Environmental Protection (FDEP) requirement to reduce the total maximum daily load (TMDL) established for the protection of Blue Springs in Orange City.

While the above was the main focus of this project, the site layout of future structures and possible expansion in later years was also considered during design. The structures have been laid out to accommodate two additional (2.5 MGD) Biological Nutrient Reactors for expansion to a 12.0 MGD facility in the future.

After more than a year of design, permitting, grant and loan applications and design meetings, the Engineers, City Staff and the CMAR team concur that construction of this project will commence soon. To ensure that all of the construction will be compliant with permitting, grants, and loan documents over the next 34 months, it is Staff's opinion that a consultant would be beneficial to assist in this endeavor.

An agreement is currently in place between the City and Mead & Hunt per RFQ #22-01 that places this scope of work in their proposal. The subject task order, if approved, will provide services for the project management, construction engineering and inspection (CEI) service, construction observation, project closeout, funding assistance, subconsultants and reimbursables, and a contingency allowance under city control for the 34 months of proposed construction duration by the CMAR contractor.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$2,630,160.00 per the attached scope. Funding will be provided by grants and State Revolving Fund Loans for the WRF Expansion and Upgrade project.

RECOMMENDATION:

Staff recommends that the City Commission approve a contract with Mead & Hunt to provide CEI and EOR services for the Wiley M. Nash WRF Expansion and Upgrade project consistent with the attached task order, subject to the approval of the CMAR contract and subject to approval of the contract form by the City Engineer and City Attorney.

BACKGROUND/DISCUSSION:

This expansion and upgrade of the Wiley M. Nash WRF is a critical priority for compliance with both the FDEP Plant Operating Permit and the Blue Springs BMAP requirements. It is also an important project to allow continued growth of the city and support the large utility service area and is critical to the proper operation of the system



August 22, 2023

Jim Ailes
Utilities Director
City of DeLand
1101 S. Amelia Avenue
DeLand, FL 32724

Email: ailesj@deland.org

**Subject: City of DeLand Wiley M. Nash WRF Expansion and Upgrades
Scope of Services and Fee Estimate for CEI and EOR services**

Dear Jim,

We are pleased to offer the enclosed scope of services and engineering fee estimate for construction, engineering, and inspection (CEI) services for the above referenced project. CEI services include contract administration, Resident Project Representative (RPR), funding assistance, and engineer of record (EOR) services. The guaranteed maximum price (GMP) from Wharton Smith is \$78.4M and is the largest single project the City has undertaken.

The anticipated construction duration for this project, based upon the Contractor's schedule, is 34 months, nearly three years. The scope of services contained herein encompasses technical services during construction for the entire project duration. I will serve as the Engineer of Record (EOR) and overall project manager. We intend to provide an on-site project engineer and full time RPR services. The project team includes our construction services supervisory and administrative team in addition to our design staff and funding experts. We have also included Bechtol Engineering and Testing as a major sub to perform material testing and supervision for the grout injection and foundation stabilization tasks.

This project has been in the planning stage for over five years and under design for the past two years. It is a complex project with a very large project team. The scope of services contained herein defines tasks, deliverables, estimated fees, and schedules. This is a big step for the City of DeLand and we are proud to be a part of it. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad T. Blais, PE
Project Manager

Noah Adamoski
Construction Services Supervisor

Attachment – Scope of Services and Fee Estimate

**CITY OF DELAND
SCOPE OF SERVICES
FOR
WILEY M. NASH WRF EXPANSION AND UPGRADES
CEI & EOR SERVICES**

This proposal is in conformance with the Professional Services Agreement for City of DeLand Wiley M. Nash Water Reclamation Facility Expansion and Upgrades RFQ #22-01, between the City of DeLand (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) dated March 15, 2022, and is referred to herein as the CONTRACT.

GENERAL

The project expansion of the DeLand WRF will achieve a treatment capacity increase from 6 MGD to 8 MGD and treatment process upgrade to advanced wastewater treatment (AWT) criteria. The facility is designed to accommodate two (2) additional 2.5 MGD BNR trains for an ultimate WWTP capacity of 12.0 MGD. The expansion includes:

- Upgrade processes to meet advanced wastewater treatment (AWT) requirements with limits of 5-5-3-1 for Biological Oxygen Demand-Total Suspended Solids (BOD-TSS), Total Nitrogen (TN) and Total Phosphorus (TP) respectively. The AWT standards are required by FDEP to satisfy total maximum daily load (TMDL) reduction requirements established for Blue Spring (Volusia County).
- Addition of a new treatment process and re-rating of the existing Carrousel processes.
- A dual train, 4-stage BNR process with an initial treatment capacity of 5 MGD (average daily flow) will be constructed.
- A new master lift station with an average day capacity of 12.0 MGD.
- Degrit/Spitter structure with dual Headcell centrifugal de-grit systems and flow splitting chambers for the current and future process trains.
- Chemical to UV (Ultraviolet) disinfection conversion at the existing chlorine contact chamber.
- Sitework, including grout injection foundation stabilization.
- Mechanical improvements including yard piping and ancillary valves and fittings.
- Electrical and instrumentation upgrades, including emergency power and automatic switchgear.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 34 month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct project kick-off meeting with the project team and CITY staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the CITY.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

MEAD & HUNT will provide the following CEI services to the CITY:

Issued for Construction Documents

MEAD & HUNT will prepare conformed drawings and technical specification "Issued for Construction" by incorporating bidder questions and addendums and provide those to the CITY (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will attend the pre-construction meeting with the CITY, contractor, and other project stakeholders.

Progress Meetings

MEAD & HUNT will attend regularly scheduled construction progress meetings. The CMAR contractor will preside over meetings, distribute agendas and minutes.

Construction Submittals

MEAD & HUNT will receive, review, and respond to CMAR Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above.

MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within fourteen (14) calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the CITY.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to CMAR contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Contingency Release Requests

MEAD & HUNT will review and respond to Contingency Release (CR) Requests and change orders in coordination with the CITY. MEAD & HUNT will maintain a log of changes, CR release requests and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review requests and provide recommendations to the CITY.

Pay Applications

MEAD & HUNT will review monthly payment applications from the contractor and provide a written recommendation for payment to the CITY based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

On-Site Field Engineering and Inspections

Mead & Hunt will provide a suitably qualified on-site field engineer for the duration of the project. The on-site engineer will have an office in an 'Engineer's' trailer, provided by the CMAR contractor. The CMAR provided trailer will have phone, internet, restroom facilities, and suitable accommodations for a field engineer and RPR. The field engineer, and/or designee, will be on site at least three (3) days per week for the anticipated 34 month duration of the project. The EOR will provide code required inspections for those elements provided by the City's building department. The EOR will supervise the field engineering and RPR staff monitoring the pre-stressed composite concrete structures and confirm, along with the tank manufacturer's structural engineer, that the BNR basins and clarifiers were constructed in accordance with the manufacturer's engineered S/S drawings. The EOR will rely upon Bechtol Engineering and Testing, subconsultant, to coordinate with the tank manufacturer's engineer prior to construction regarding compaction and foundation stabilization requirements. The geotechnical engineer will provide supervision and oversight of foundation stabilization activities in accordance with their proposal attached hereto.

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected 34 months of construction activity. At this time, the needed construction observation efforts are estimated to be forty (40) hours per week. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward and verify resolution of resident/property owner complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs
- Red-Line Construction Drawings

PHASE 4 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items (electronic PDF format)

- Final completion punchlist items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the CITY.

Deliverables – As-Built Review and Record Drawings

- Record Drawings (Electronic PDF and AutoCAD Format)

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- FDEP
- SJRWMD
- FDEP
- City of DeLand

PHASE 5 – FUNDING ASSISTANCE

MEAD & HUNT will provide funding assistance to the CITY to develop the most cost-effective funding for the project. Assistance will consist of searching for funding for which the project is eligible, developing a schedule for applying for funding, applying for the funding, and providing compliance assistance for the funding selected. This assistance includes:

Funding Request to the Cognizant Agency

A request for inclusion or similar document may be required to evaluate the project. MEAD & HUNT shall prepare this document. Submittal of this document does not guarantee funding.

Funding Application Package

MEAD & HUNT will complete a funding application package. The application package generally consists of an application form and a series of attachments. The completed application package will be submitted to the funding agency.

Submission of the completed application does not always guarantee approval. It may be based on timely submittal and availability of the agency's funds.

Authority to Award Documents

MEAD & HUNT will contact the Project Manager, Engineer, and the CITY to obtain the following documents and organize all information together to provide to funding agencies:

- a copy of any addenda not previously provided to agencies,
- a copy of the affidavit of publication,
- the signed and sealed bid tabulation,
- the selected bidder's proposal,
- Engineer's letter recommending award,
- the Wage Determination within the project's specifications,
- the contractor's signed Appendix A from the FDEP Supplementary Conditions in the specifications and a copy of the bid bond or security.

MEAD & HUNT will use SAM.gov (System for Award Management) to search for the contractor's registration and if there are exclusion records, MEAD & HUNT will fill-out the FDEP's Certification the Contractor is Not Debarred form and will provide the information obtained from SAM.gov with the Certification to the CITY for review and signature.

MEAD & HUNT will review the contractor's proposal for a list of M/WBE subcontractors. If a list is provided within the contractor's proposal MEAD & HUNT will cross-reference SAM.gov for subcontractor's registration and exclusion records. However, if a list is not provided, MEAD & HUNT will request the list from the contractor.

MEAD & HUNT will request from the contractor the recorded efforts to contact M/WBE subcontractors to subcontract portions of the job. Upon receipt of the contractor's documentation of M/WBE solicitation, MEAD & HUNT will fill-out the Certification of Affirmative Steps for M/WBE participation and provide it to the CITY for review and signature.

Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding

The funding agencies generally require a copy of the Notice to Proceed (NTP) issued to the Contractor authorizing the start date of construction.

MEAD & HUNT will request the NTP from the CITY and provide to the agencies. MEAD & HUNT will request a copy of the conformed construction contract and provide to the agency upon receipt. Using the conformed construction contract, MEAD & HUNT will use the copy of the contractor's payment and performance bonds contained in the contract to fill-out the Certification of Contractor's Insurance and Bonding form and provide to the CITY for signature.

Once MEAD & HUNT has received the signed form from the CITY, MEAD & HUNT will provide that document to the funding agency for approval.

Grant and Loan Administration

MEAD & HUNT will process reimbursement requests on the CITY's behalf. Record-keeping and files must be kept in accordance with the funding agency requirements. MEAD & HUNT will prepare a 'Master' file for each project and provide a template to the CITY. The CITY will be responsible for keeping a copy of all files in accordance with the 'Master' template.

Compensation

This task will be billed lump sum, monthly.

PHASE 6 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 10%

Geotechnical – Foundation stabilization via grout injection/compaction is proposed for both of the re-stressed composite concrete BNR basins and the clarifiers. Bechtol Engineering and Testing, Inc. (BET) prepared the initial soil evaluations and the foundation stabilization recommendations. BET is proposed within the scope of this proposal to serve as the geotechnical engineer for supervision of this work, verifying grout quantities and determining the degree of compaction required to support the structural loads of the new BNR basins and clarifiers.

Survey – An allowance is included for the project surveyor, SSMC, to review the proposed site surveys and as-builts prepared by the CMAR contractor and their surveyors. This is intended to assist in conformance of standards, datum, benchmarks, etc.

Landscape Architecture – This project entails planting and landscaping requirements as a part of the site plan approval. This includes compliance with tree preservation requirements. Zev Cohen & Associates (ZCA) is proposed as the project landscape architect and will provide subconsulting required for compliance with related tasks and monitoring requirements.

Wright Pierce (BioWin and CFD Modeling) – An allowance is included to engage Wright Pierce, biological subconsultant, to review shop drawings and process performance testing results.

PHASE 7 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will use the contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>34 months</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Construction Engineering and Inspection (CEI Services)</i>	<i>34 months</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Construction Observation</i>	<i>34 months</i>	<i>Construction start</i>
<i>Phase 4 – Project Closeout</i>	<i>3 months</i>	<i>Substantial completion by contractor</i>
<i>Phase 5 – Funding Assistance</i>	<i>34 months</i>	<i>Receipt of notice to proceed</i>

COMPENSATION

The below fee is based on the following breakdown and the attached estimated labor breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$230,648	Lump Sum
Phase 2 – Construction Engineering and Inspection (CEI) Services	\$997,807	Lump Sum
Phase 3 – Construction Observation	\$950,244	Time & Expense
Phase 4 – Project Closeout	\$43,192	Lump Sum
Phase 5 – Funding Assistance	\$144,928	Lump Sum
Subtotal	\$2,366,819	
Phase 6 – Subconsultants/Reimbursables	\$145,000	Actual cost + 10%
Phase 7 – Contingency	\$118,341	Time & Expense
TOTAL	\$2,630,160	

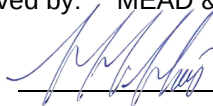
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Project Manager

The above person is authorized to sign for Owner and bind the Owner to the terms hereof.

Date: _____

Date: August 22, 2023

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

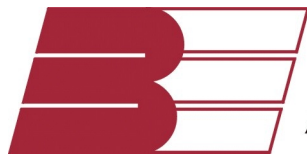
IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF DELAND, 120 SOUTH FLORIDA AVENUE, DELAND, FL 32720, City Clerk, Julie A. Hennessy, MMC (386) 626-7130, Hennessy@deland.org.



CITY OF DELAND
WILEY M. NAASH WRF EXPANSION AND UPGRADES
ESTIMATED MANHOUR SCHEDULE
August 21, 2023

		Brad	Keff	Matt G.	Bill B.	Noah	Richard S.	Sheryl	Karen	Doris	Tabitha				
Phase	Description	Senior Associate, Principal	Senior Project Engineer	Engineer III	Senior Project Engineer	Technician IV	Technician III	Technical Writer	Administrative Assistant	Administrative Assistant	Administrative Assistant	Mileage	Total Task (\$)		
	Hourly Rate	\$ 220.00	\$ 201.00	\$ 137.00	\$ 201.00	\$ 156.00	\$ 156.00	\$ 168.00	\$ 101.00	\$ 101.00	\$ 101.00	\$ 0.66	See Below		
1	Project Management														
	Project Coordination	272	80	272	120	160		80		272	272		\$230,648		
	Subtotals	272.0	80.0	272.0	120.0	160.0	0.0	80.0	0.0	272.0	272.0	\$ -	\$230,648		
2	Construction, Engineering, and Inspection (CEI) Services														
	Issued for Construction Documents	8	8	8	8	8	8						\$8,568		
	Pre-Construction Meeting	8	8	8	8	8	8		8			\$ 78.60	\$9,455		
	Progress Meetings	136	136		136	136			136			\$ 2,672.40	\$122,216		
	Construction Submittals	124	136		136	136			136				\$116,904		
	Contingency Release Requests	68				80			80				\$35,520		
	Requests for Information (RFI's)	68	80		80	160			160				\$88,240		
	Pay Applications	68				68			136				\$39,304		
	Site Visits	272	80		40	272							\$126,392		
	Field Engineering			3,264					40				\$451,208		
	Subtotals	752.0	448.0	3,280.0	408.0	868.0	16.0	0.0	696.0	0.0	0.0	\$ 2,751.00	\$997,807		
3	Construction Observation														
	Resident Project Representative (148 weeks @ 40 hr/week)						5,920					\$ 26,724.00	\$950,244		
	Subtotals	0.0	0.0	0.0	0.0	0.0	5,920.0	0.0	0.0	0.0	0.0	\$ 26,724.00	\$950,244		
4	Project Closeout														
	Substantial Completion	16	8			16			16				\$9,240		
	Final Completion	16	8			16			16				\$9,240		
	Final As-Built Review	16	8		16	16			16				\$12,456		
	Record Drawings	8				8			16				\$4,624		
	Permitting Closeout	16				16			16				\$7,632		
	Subtotals	72.0	24.0	0.0	16.0	72.0	0.0	0.0	80.0	0.0	0.0	\$ -	\$43,192		
5	Funding Assistance														
	Progress Reports to the Cognizanat Agency	36						136	36				\$34,404		
	D-B Compliance	8						136	36				\$28,244		
	Preconstruction Activities	4						8					\$2,224		
	Authority to Award Documents	4						8					\$2,224		
	Reimbursement Requests	34						136	48				\$35,176		
	Grant or Loan Administration	68						136	48				\$42,656		
	Subtotals	154.0	0.0	0.0	0.0	0.0	0.0	560.0	48.0	0.0	0.0	\$ -	\$144,928		
	TOTAL ALL TASKS	1,250.0	552.0	3,552.0	544.0	1,100.0	5,936.0	640.0	884.0	272.0	272.0	\$ 29,475.00	\$2,366,819		
												Lump Sum Total	\$2,366,819		
6	Subconsultant/Reimbursables Breakdown:											Subs/Reimbursables	\$145,000		
	Description	Amount											PH 7	Contingency @ 5%	\$118,341
	Survey Allowance	\$ 5,000.00												GRAND TOTAL	\$2,630,160
	Geotech Allowance	\$ 110,000.00													
	ZCA Landscape Allowance	\$5,000													
	Wright Pierce Allowance	\$20,000													
	Printing/Reproduction/Postage	\$ 5,000.00													
	Total	\$ 145,000.00													

Notes:



BECHTOL ENGINEERING AND TESTING, inc.

**WILEY M. NASH WATER RECLAMATION FACILITY UPGRADES
City of DeLand Public Works Facility
DeLand, Volusia County, Florida
G22054**

ROUGH COST ESTIMATE (Monitoring Services)

Monitoring:

Estimate 1,000 hrs of Field Technician time

1,000 hrs @ \$85.00/hr = \$85,000.00

Estimate 32 hrs of Senior Project Engineer time

32 hrs @ \$135.00/hr = \$4,320.00

Estimate 10 hrs of Principal Engineer time

10 hrs @ \$200.00/hr = \$2,000.00

Total Estimated Monitoring Services Cost = \$91,320.00

ROUGH COST ESTIMATE (Post-Grout Testing)

Field Services:

Estimate 4 hrs of Boring Layout, Utility Locate and Drilling Coordination

4 hrs @ \$85.00 = \$340.00

Estimate 1 mobilization

1 mob @ \$650/mob = \$650.00

Estimate 6 Standard Penetration Test Borings @ 50' avg depth (+Grout-Seal Bore Hole)

Total: 300 LF

300 LF @ \$24.00/LF = \$7,200

Laboratory Testing:

Estimate 4 hr of Stratification and Visual Classification of Soil Samples

4 hr @ \$85.00/hr = \$340.00

Engineering & Technical Services:

Estimate 2 hr of Principal Engineer time

2 hr @ \$200.00/hr = \$400.00

Estimate 4 hrs of Senior Project Engineer time

4 hrs @ \$135.00/hr = \$540.00

Estimate 2 hr of Senior Engineering Designer time

2 hr @ \$90.00/hr = \$180.00

Estimate 1 hr of Clerical services time

1 hr @ \$60.00/hr = \$60.00

Total Estimated Post-Grout Testing Cost = \$9,710.00

TOTAL ESTIMATED COST: \$ 101,030.00

Respectfully,
Bechtol Engineering and Testing, Inc.

L. Patel

Love B. Patel, P.E.

Senior Geotechnical Engineer

VIA EMAIL
(brad.blais@meadhunt.com)

June 16, 2023

Mr. Brad Blais
Client Manager – Water
Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Hereinafter referred to as Client.

RE: Wiley M. Nash WRF – DeLand
ZC 23172 F

Dear Brad:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for landscape architecture services for the above referenced project. We look forward to working with you and your company in development of the site. In reviewing this Contract, we hope that you will also consider the following items:

- **Staff Size:** We have a full-time staff including engineers, landscape architects, planners, environmental scientists, GIS analysts, and CADD technicians available to work on your project. Please visit us at www.zevcohen.com.
- **Reliability:** We have been in business for over 45 years and will still be in business to finish your project. ZCA maintains a corporate office in Ormond Beach to facilitate and expedite the project coordination with you and the local permitting agencies.

Based on our credentials, ZCA is pleased to provide you with this Contract for professional services concerning the design and permitting of your development in DeLand, Florida.

For the purposes of this Contract/Agreement for Services, we are assuming the design of this development will not be phased and that we will be able to design the entire site (i.e. landscaping, irrigation, etc.) with single applications to the respective reviewing agencies.

Project Summary

The subject project area is located at the Wiley M. Nash WRF in DeLand, Florida, consisting of approximately 7.5 acres. Changes in ownership or project limits of the proposed site are subject to additional services. The proposed project is to be developed as an expansion of a portion of the DeLand Waste Water facility. ZCA shall support Mead & Hunt with landscape and irrigation design and permitting services utilizing their survey and design files. We assume our information will be used to support their applications to the appropriate agencies.

Scope of Services

I. Landscape Architecture

A. Landscape Design

1. ZCA shall prepare a Preliminary Landscape Plan identifying proposed trees, shrubs and ground cover for landscape buffers, entrance features, and other designated planting bed areas. A copy of the Preliminary Plan shall be sent to the Client for their review and comment. The Client's comments shall be incorporated into the Final Landscape Plan.
2. ZCA shall prepare a Final Landscape Plan based on the Preliminary Landscape Plan, the Client comments and the City of DeLand and Volusia County requirements. The Plan shall identify final location of proposed plantings and their associated specifications.

B. Irrigation Design

ZCA shall prepare an Irrigation Plan identifying the location and specifications for proposed heads, valves, piping, sleeving, water source and controller, per City of DeLand and Volusia County Waterwise requirements. If the water source is a potable water main or reuse main it is assumed there is adequate capacity and pressure to accommodate the proposed irrigation system. If the water source is a proposed well, ZCA shall prepare performance specifications for contractors to bid. The electric power design for the well shall be done by others. The irrigation plan will be designed and submitted after the municipality has conducted their first review and the landscape design has been finalized.

C. Existing Tree Calculations and Mitigation Requirement

ZCA shall review the existing tree conservation and specimen tree requirements and calculate requirements for preservation and mitigation. All tree surveys to be provided by the Project Surveyor. A tree survey identifying all information required shall be provided by the Client's Project Surveyor. ZCA shall rely on this tree survey as accurate and complete without further verification. We assume historic tree removal will be required.

II. Meetings and Miscellaneous Tasks

ZCA shall attend meetings (i.e., government, Client, Project Consultants, public hearings, etc.) requested by the Client and provide other miscellaneous tasks not specifically listed in the scope above. We have assumed a budget of ten (10) hours for this service.

III. Bidding and Construction Administration Services

A. Bidding Services

ZCA shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for landscape architectural improvements for the Client's submittal to contractors
2. Attend one (1) Pre-bid meeting
3. Respond to up to two (2) RFI's and prepare addendums
4. Review bids and make recommendation to the Client

B. Construction Administration Services

ZCA shall provide the following construction administration services for landscape architectural improvements:

1. Landscape Architecture
 - a. Review Contractor's pay applications for ZCA design documents, maximum of two (2) applications.
 - b. Respond to Contractor's requests for additional information, clarification or interpretations of the Construction Documents, maximum two (2) RFIs.
 - c. Site visits to verify construction is in general accordance with the ZCA design documents, maximum of two (2) site visits.
 - d. Review of Contractor modification requests to ensure that any proposed substitutions are of the same watering needs, growth rates, and are generally of the same aesthetic character and form as the substituted material.
 - e. Review Contractor's redline mark-ups of ZCA design documents showing any landscape and irrigation modifications, if applicable.
 - f. Provide Registered Landscape Architect certification as may be required by the local jurisdiction reflecting on-site changes to approved plans.
 - g. ZCA shall prepare record drawings in ACAD of the landscape and irrigation improvements on the ZCA construction plans. The record drawings will be based on the "redline" mark-ups of the landscape and irrigation improvements which are to be provided by the Contractor.
 - h. ZCA shall review shop drawings, cut sheets, and material supply information as provided by the Contractor.

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	<u>TASK</u>	<u>FEE</u>
I.	Landscape Architecture	
A.	Landscape Design	\$7,500.00
B.	Irrigation Design	\$2,500.00
C.	Existing Tree Calculations and Mitigation Requirement	\$7,500.00
II.	Meetings and Miscellaneous Tasks	\$1,000.00
III.	Bidding and Construction Administration Services	
A.	Bidding Services	\$1,000.00
B.	Construction Administration Services	<u>\$4,000.00</u>
	TOTAL FIXED FEE	\$23,500.00

**All permit application and resubmittal fees shall be paid by the Client prior to submittal.
Reimbursable expenses are in addition to the above referenced fees.**

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Civil or Environmental/Biological Services
2. Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
3. Species-specific field survey
4. Permit applications for impacts to protected species
5. Arbor Services, including tree survey
6. Color Rendering/Graphic Representations
7. Financial Institution documents or requirements
8. Site lighting or structural design
9. Construction Specification Manual

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Written authorization to access land from current landowner
2. Surveying (topographic, boundary, preparation of legal descriptions, wetland, tree surveys, plat, etc.)
3. Geotechnical Engineering (soil borings, seasonal groundwater table determination, drawdown analysis, etc.)

Client Initials _____

4. Electrical Design (lighting and electrical design)
5. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
6. Sprinkler/Fire Pump Design
7. Architectural Services
8. Septic System, well, and grease trap design and permitting
9. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the signed contract will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for over 45 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
Vice President

I, as Signatory, warrant and represent that I am authorized on behalf of **Mead & Hunt**, to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the fees resulting therefrom.

Accepted on: _____
Date

Accepted by: _____
Signature

Print Name

Print/Type Company Name

BB/ns

23172c01 F

cc: Samuel C. Hamilton, Jr., P.E.
M. Dwight DuRant, P.E.
Randy M. Hudak, P.E.
Mark P. Karet, AICP
William D. Lites
Viviana Vargas
Elizabeth Dobelbower
File

Please help us create our files correctly by providing the following information:

1. Property Owner Name: _____

Property Owner Address: _____

Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: _____

Phone # _____ Fax # _____

3. Billing should be sent to the attention of: _____

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: _____ Not Applicable: _____

5. Provide property legal description or Parcel ID number: _____

Legal description attached: ☐ (please check if applicable)

Client Initials _____

ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The "Consultant" referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	\$210.00	Planner I	\$ 105.00
Department Director	\$195.00	Designer	\$ 95.00
Senior Professional Engineer	\$170.00	CADD Manager	\$120.00
Senior Registered Landscape Architect	\$165.00	Senior CADD Technician	\$110.00
Project Manager	\$165.00	CADD Technician	\$100.00
Senior Planner	\$145.00	Construction Administration Manager	\$145.00
Senior Biologist/Env. Scientist/GIS Analyst	\$155.00	Construction Administrator	\$120.00
Professional Engineer	\$155.00	Construction Administration Technician	\$100.00
Registered Landscape Architect	\$150.00	IT Manager	\$105.00
Environmental Scientist II/GIS Specialist II	\$115.00	Certified Soil Scientist	\$170.00
Engineer II	\$115.00	Certified Arborist	\$110.00
Landscape Architect II	\$115.00	Landscape Designer	\$ 95.00
Planner II	\$115.00	Engineering Technician	\$ 85.00
Senior Designer	\$110.00	Biological Technician	\$ 70.00
Environmental Scientist I/GIS Specialist I	\$105.00	Technical Assistant	\$ 70.00
Engineer I	\$105.00	Senior Clerical	\$ 65.00
Landscape Architect I	\$105.00	Clerical	\$ 55.00

- Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee's position and hourly rates are subject to change during the duration of the contract.
2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of \$0.25 per square foot and mylars at \$1.35 per square foot. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at \$100 per half-day or \$150 per day.
3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
5. Design Professional's services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.
6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.
7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic

Client Initials _____

media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.

9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to \$2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.
18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.
19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of

Client Initials _____

- defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.
20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
 21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
 22. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
 23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
 24. No dispute between the parties over any matter in excess of five thousand dollars (\$5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the meditation has taken place.
 25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
 26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, and hold the Consultant and its consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.
 27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
 28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.
 29. Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a

Client Initials _____

penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.

**PURSUANT TO THE FLORIDA STATUTES §558.0035,
ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY
NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving the Removal of Three Historic Trees, Located at the Wiley M. Nash WRF Expansion Project at 1101 South Amelia Avenue.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Arborist Inspector Photos and Location Map, Tree Advisory Committee Meeting Minutes

APPROVED BY: Michael Pleus, City Manager, September 14, 2023

SUMMARY/HIGHLIGHT:

The City of DeLand has requested permission to remove three historic trees for the construction of the Wiley M. Nash Water Reclaim Facility (WRF) Expansion Project. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree. In addition, the Code requires that any historic tree permitted to be removed be replaced by a sufficient number of replacement trees so that their DBH equals 100 percent of the total DBH of the historic trees to be removed from the property. The Code requires that replacement stock be at least ten feet in height, have a DBH of at least four inches, and a caliper of at least six inches.

The City Forester has determined that the trees proposed for removal are a 27" DBH historic Live Oak, a 31" DBH Live Oak, and a 42" DBH Live Oak. All trees are in Good condition, located within the project area of the proposed impact area of the Water Reclaim Facility (WRF) Expansion project at 1101 S. Amelia Ave. There are nine historic trees within this project area. At the completion of the project, six will remain. The project will also require the removal of eight of the fifteen specimen trees on site ranging from 10" to 24" DBH.

The City of DeLand currently provides water reclamation services to a service area of about 80 square miles with a current service population of more than 66,000. Rapid growth during the past decade and that projected in the near future will cause the City's sole water reclamation plant, originally constructed in 1978, to approach its permitted and physical capacity to treat 6.0 million gallons per day (MGD). In addition, recent legislation, including the nutrient Total Maximum Daily Load (TMDL) for Blue Spring, requires that the plant be upgraded to current Advanced Wastewater Treatment (AWT) standards; specifically, to reduce nitrogen and phosphorus in its discharge to 5/5/3/1 for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Nitrogen and Total Phosphorus, respectively.

Utility Consultants Mead & Hunt were selected by the City to design plant improvements. The current plant upgrade design was prepared to provide necessary tanks, equipment and piping to increase plant capacity from 6.0 to 8.0 MGD and achieve the required AWT level of treatment. The plant site layout was designed to accommodate future construction of two additional Biological Nutrient Removal (BNR) tank trains and equipment so the plant can be expanded in the future to an ultimate capacity of 12 MGD.

At their September 12, 2023 meeting, the Tree Advisory Committee recommended approval of the removal of the 27" DBH historic Live Oak, 31" DBH Live Oak, and 42" DBH Live Oak. This recommendation was based

on their finding that it would not be economically or practically feasible to construct the project, as designed, without removing these trees.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic tree approved for removal. The minimum size for replacement trees is six-inch caliper and ten feet height. This would require 100" DBH of historic tree replacement.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability

SUSTAINABILITY:

This project supports recent legislative requirements to improve water quality in the Blue Springs watershed by reducing the nitrogen and phosphorus in the WRF's discharge to 5/5/3/1 for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Nitrogen and Total Phosphorus, respectively.

FISCAL IMPACT:

The cost of the tree removal has been included in the overall project budget. The cost planting 25 six-inch caliper trees is estimated at \$61,250, not including planting and delivery fees.

RECOMMENDATION:

At their September 12, 2023 meeting, the Tree Advisory Committee recommended approval of the removal of the 27" DBH historic Live Oak, 31" DBH Live Oak, and 42" DBH Live Oak. This recommendation was based on their finding that it would not be economically or practically feasible to construct the project, as designed, without removing these trees.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic tree approved for removal. The minimum size for replacement trees is six-inch caliper and ten feet height. This would require 100" DBH of historic tree replacement.

Staff recommends that the City Commission approve the removal of the 27" DBH historic Live Oak, 31" DBH Live Oak, and 42" DBH Live Oak with 100" DBH replacement required because the removal meets the requirements of Section 33-57.05(d) that it is not economically or practically feasible to complete the project, as designed, without removing the trees.

BACKGROUND/DISCUSSION:

Attached is a copy of the project PowerPoint Presentation which includes a Location Map and the Arborist Inspector's Photo Log. The Minutes from the September 12th Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELAND;
FLORIDA, APPROVING THE REMOVAL OF THREE HISTORIC TREES
LOCATED AT THE PROPOSED EXPANSION OF THE WILEY M. NASH WRF
EXPANSION PROJECT AT 1101 S AMELIA AVE.; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, The City of DeLand is requesting permission to remove three (3) historic Live Oak trees (27" DBH, 31" DBH, and 42" DBH) located at the proposed expansion of the Wiley M. Nash Water Reclaim Facility (WRF) Expansion Project at 1101 S Amelia Ave.; and

WHEREAS, the City's Forester has determined that the trees are historic and in good condition;
and

WHEREAS, on September 12, 2023, the Tree Advisory Committee recommended approval of the removal of the three historic trees based on the finding that the project, as designed, cannot be completed without removal of the three historic trees; and

WHEREAS, on September 12, 2023, the Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees with a minimum size for replacement trees of six-inch caliper and ten feet height.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND,
FLORIDA:**

Section 1. The City Commission hereby approves the request for removal of three (3) historic Live Oak trees (27" DBH, 31" DBH, and 42" DBH) located at the proposed expansion of the Wiley M. Nash Water Reclaim Facility (WRF) Expansion Project at 1101 S Amelia Ave. on the condition of a 100 percent DBH replacement requirement and a minimum size for replacement trees of six-inch caliper and ten feet height.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of September, 2023.

Christopher M. Cloudman
Mayor-Commissioner

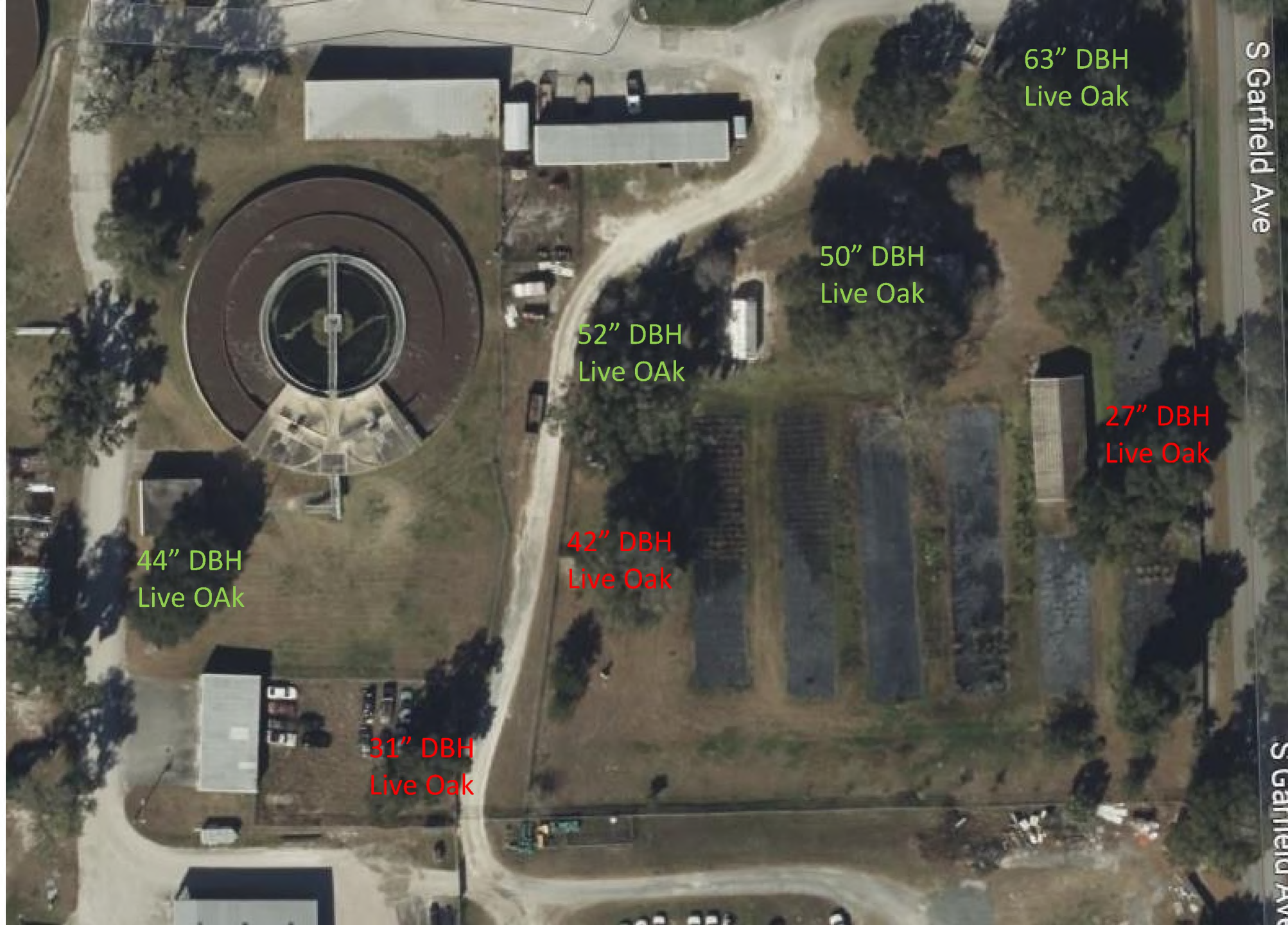
ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

PROPOSED EXPANSION OF THE WILEY M. NASH WRF EXPANSION PROJECT AT 1101 S AMELIA AVE



63" DBH
Live Oak

50" DBH
Live Oak

52" DBH
Live Oak

27" DBH
Live Oak

42" DBH
Live Oak

44" DBH
Live Oak

31" DBH
Live Oak

Trees proposed for removal

42" DBH Live Oak

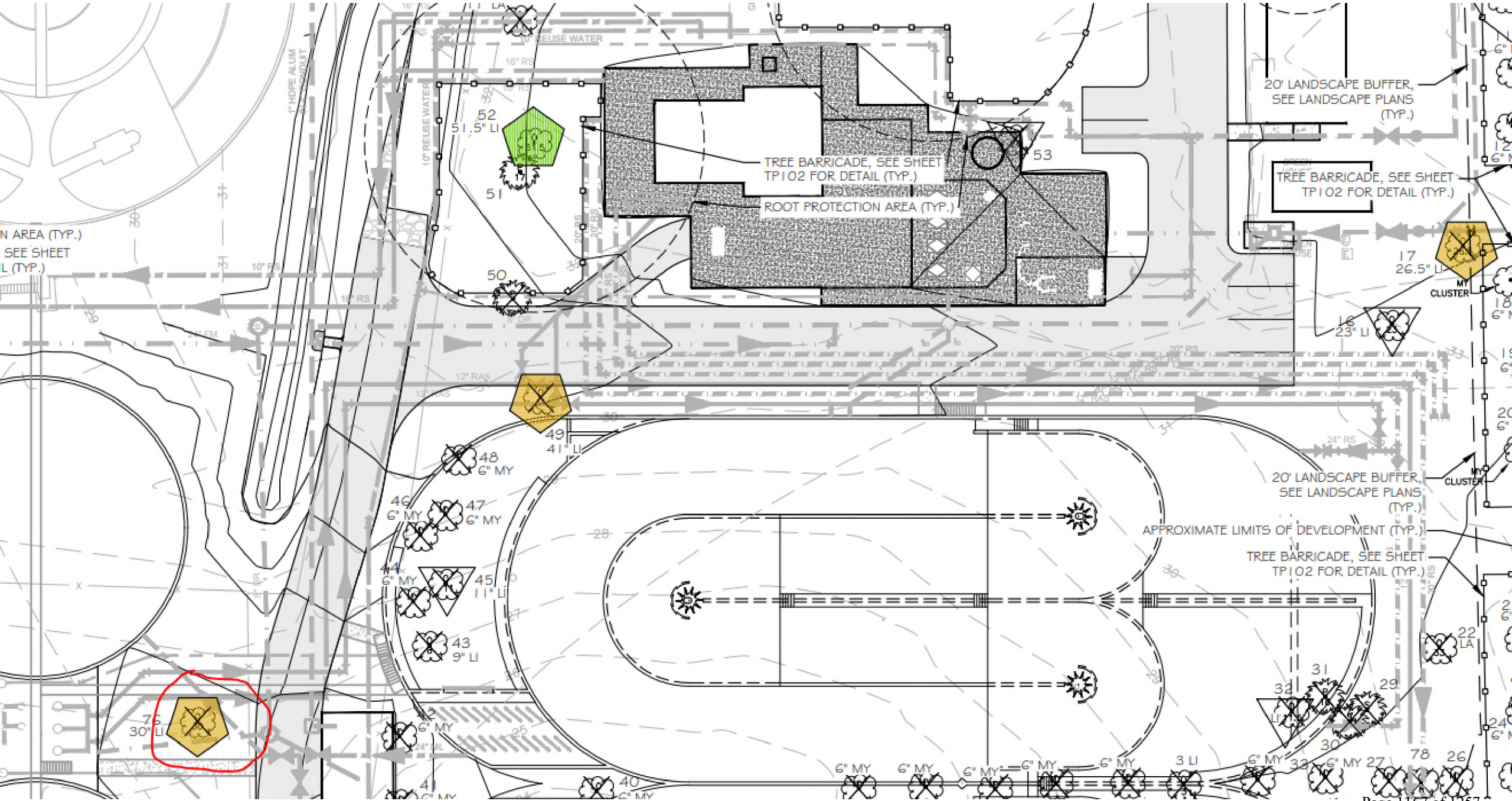






31" DBH Live Oak



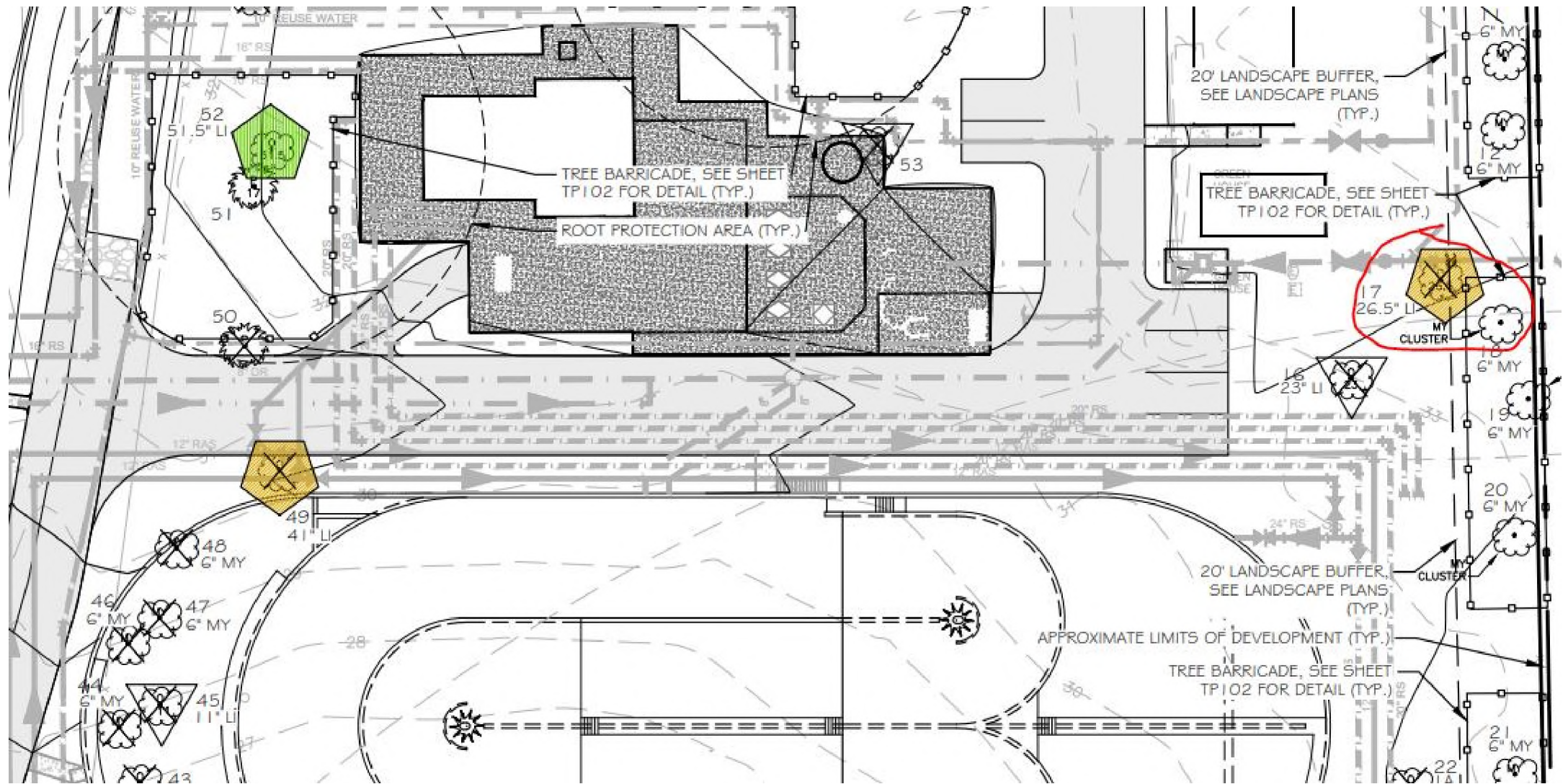






27" DBH Live Oak









Trees proposed to be saved

44" Live Oak

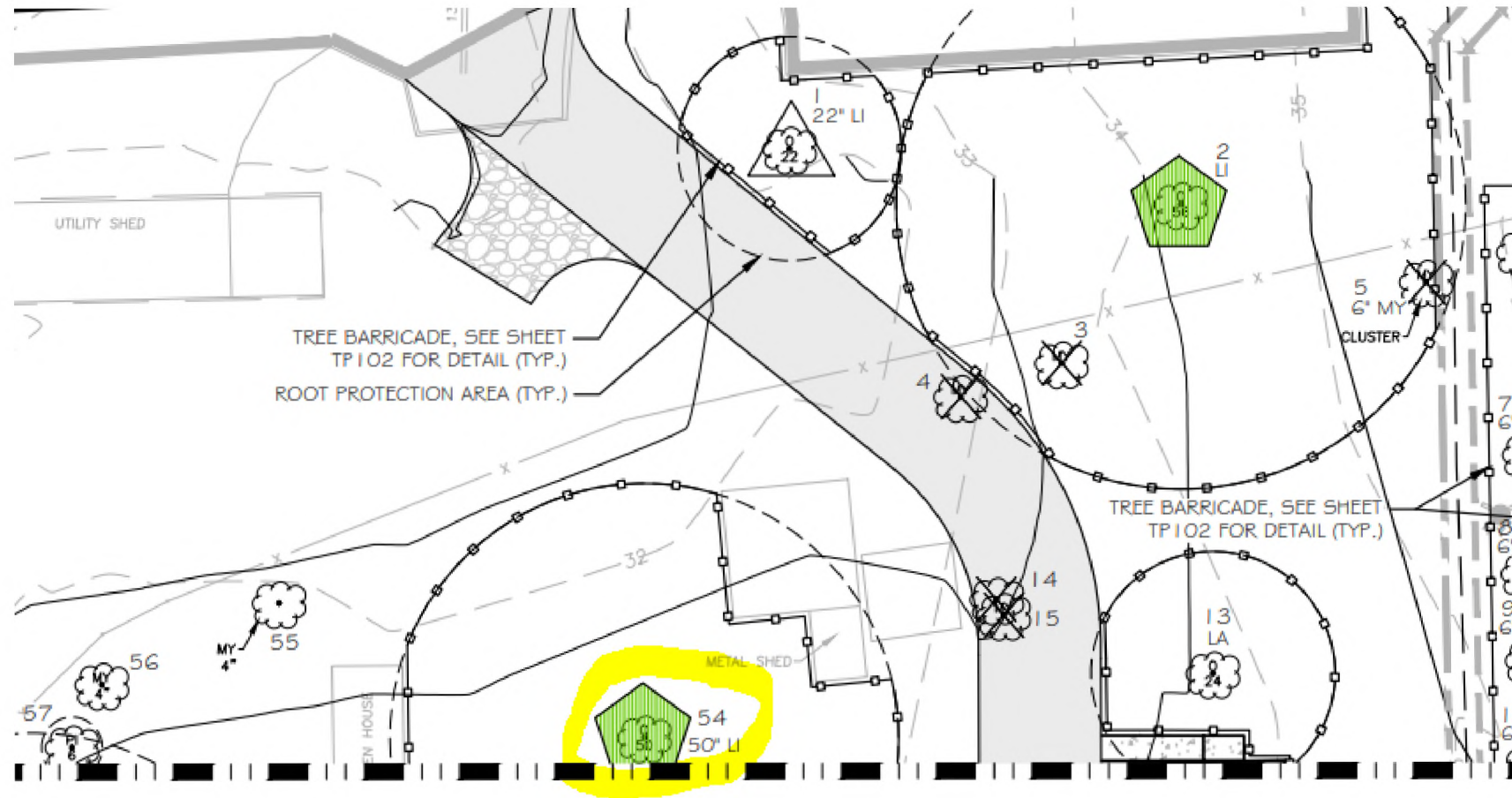




50" DBH Live Oak







52" DBH Live Oak





63" DBH Live Oak





Tree Advisory Committee Minutes

September 12, 2023

Call to Order: Tadd Kasbeer, as acting chair for this meeting, called members to order at 5:18.

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Dana Venrick, Tadd Kasbeer, Dani Keller, and Suze Peace.
City Staff: Corrigan Loduha, Chris Jackson, Kit Dennis, Jim Ailes, and Mariellen Calabro.
Non-Members: Cathy Lowenstein attended via conference call

Approval of the Minutes of the Previous Meeting: Howard motioned to approve the minutes of the last meeting and Suze Peace seconded.

WRF Plant Expansion Historic Tree Removals: Old Business was pushed back, as the Wastewater Plant Expansion Historic Tree Removal discussion was moved to the top of the agenda. Mariellen Calabro announced to members that there were three historic trees proposed for removal, and the trees have 27-inch, 31-inch, and 42-inch DBH measurements, respectively. All three of the trees are healthy, so their removal is being determined by Section 33-57.05 (d) of the Code of Ordinances in that it is not economically or practically feasible to the site development to preserve these trees.

The project site contained a total of seventy-eight trees originally, and forty-three of those will be removed. Of the total seventy-eight trees, nine are historic, and we will be able to save six of them. Jim Ailes and Matt Guzinski, a representative for Mead and Hunt, the construction company contracted for the project, attended to talk about the most recent versions of the plans for the site. Mariellen Calabro gave members some background on the progression of the WRF expansion project, including changes and adjustments made along the way that require removal of the three historic trees members will be asked to consider. The latest version allows for phases of the expansion that, while planned, are still several years out from actualization.

Jim Ailes explained that currently the plan includes two Biological Nutrient Removal (BNR) structures, but room must be allowed for at least two more later on to meet DeLand's wastewater needs as the city continues at the rate that it is growing. He told members a little more about the upgraded tanks. The tanks will require more space, but they will need to be larger in order to provide an adequate level of advanced water treatment to a spreading community like DeLand. Jim Ailes wanted members to understand that these tanks were just one example of the types of issues necessitating alterations to the original site plans. The size, locations, and orientations of other structures have been adjusted along the way as the plans evolved to take future expansion requirements into account.

Tadd Kasbeer inquired whether the locations for the required plantings had been planned. Mariellen Calabro replied that the tree selections had not yet been determined at this time, but that a handful of species and potential locations were under consideration and that mitigation would be resolved at a later date. Steve Edgar motioned for members to recommend that the Commission approve the removal of the three historic trees brought before the committee with a one hundred percent replacement requirement, per code. The motion was seconded by Howard Jeffries, and the remaining members present were all in favor.

Old Business:

City Nursery: Mariellen Calabro stated that the nursery will be asked to vacate its current location in early November.

Code of Ordinance Update: Howard Jeffries expressed concern over the lack of code or legislation providing guidance for the species and sizes of trees that may be planted along ROW across the city. He discussed issues at Victoria Park due to the 1999 Development Plan. He suggested that we stop allowing Live Oaks between the streets and sidewalk because another City's code requires at least a 16-foot right-of-way for Live Oak planting, but Steve Edgar suggested that "right tree – right place" or Florida Friendly landscaping requirements might be a better way to handle the situation. Steve also pointed to structural soil as an effective way to better contain larger plantings in a ROW with more limited space. However, the downside to structural soil is that it is a vastly more expensive method to plant trees. Howard asked about limits for removal of trees of a certain size, and Mariellen reviewed the process for historic tree removal. Howard suggested that we add something to the code that prohibited planting any tree with a mature height larger than 14 feet under power lines. He asked about Tree Banking, and Mariellen explained that it is a process that can be used to pre-mitigate for future projects.

Adopt-a-Tree: There were no updates at this time.

New Business:

TREEmendous Tour Update: Cathy Lowenstein (via phone) and Suze Peace presented the final list and corresponding photos of the nine trees selected for inclusion in their West Volusia County TREEmendous tour. Each tree that they presented had a name or a story of some kind associated to it. Suze Peace showed members photographs of the trees on the tour and shared some information about each one. Steve Edgar suggested obtaining signage for each tree, tying them together as a collection within the tour. Cathy Lowenstein gave members some explanations on the conditions of some of the trees, including one that had been struck by lightning and bore a spiraled scar down its trunk. Suze Peace told members that the idea for the tour was inspired by a similar project called The Timber Tour, spearheaded by an Orlando Sentinel reporter, Patrick Connell. Suze Peace stated that she and Cathy Lowenstein were working with Steve Kintner to create a map online, as the tour is primarily meant to be enjoyed virtually. Suze Peace requested a motion to approach Tim Bailey about creating signs for the trees on the tour that are located within DeLeon Springs State Park. Dana Venrick motioned to approve, Howard Jeffries seconded, and the motion carried.

Adjourn: Suze Peace motioned to adjourn, and Howard Jeffries seconded. The meeting adjourned at 6:35.

Next Meeting: October 10, 2023

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving Loan Agreement of Debt to Webster Bank, N.A.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution , Exhibit A-2023 Loan Agreement, Summary of RFP Proposals, Webster Bank Letter to City

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

In the Fiscal Year 2022-2023 budget, the City proposed debt financing for various capital projects. An RFP was issued to finance the following capital projects:

General Governmental Funds Projects

Road Resurfacing	\$2,500,000
Alabama Ave Trail Extension	\$ 795,000
Fire Station 83 Improvements	\$ 600,000
Design for New Park (Recreational Fields at Victoria Park)	<u>\$ 400,000</u>

Total General Governmental Funds Projects \$4,295,000

Downtown CRA Projects

Voorhis Ave Streetscape	<u>\$ 700,000</u>
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Total Tax-Exempt Projects \$4,995,000

Proposals were received from three (3) bidders. A summary of those proposals is attached. The City's financial advisor, PFM Financial Advisors, LLC, has recommended awarding the bid to Webster Bank, N.A.. Staff agrees with this recommendation as the combined true interest cost was the lowest for Webster Bank. The City's bond counsel, Squire Patton Boggs (US), LLP, has drafted closing documents in conjunction with the bank's legal counsel.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Funds were budgeted for the projects in FY 2022-2023, with the exception of Fire Station 83 improvements which are budgeted in FY 2023-2024. Fire Station 83 improvements replaced the Airport's Northwest Industrial Business Park Access Road project, as General Fund reserves were advanced to the Airport Fund to fund that project due to purposeful delay by the City to obtain debt funding.

The following depicts what was budgeted versus what is currently being proposed:

Project	FY 22/23 Budget	FY 23/24 Budget	Proposed 2023 Note
General Governmental Projects			
Recreational Park at Victoria Park	\$4,000,000	\$ 0	\$ 400,000
Road Resurfacing	\$3,000,000	\$ 0	\$2,500,000
Alabama Ave Trail Extension	\$ 795,000	\$ 0	\$ 795,000
Fire Station 83 Improvements	<u>\$ 0</u>	<u>\$500,000</u>	<u>\$ 600,000</u>
Total General Governmental Projects	\$7,795,000	\$500,000	\$4,295,000
Downtown CRA Projects			
Voorhis Ave Streetscape	\$ 700,000	\$ 0	\$ 700,000
Airport Projects			
NW Industrial Business Park Access Road	<u>\$ 600,000</u>	<u>\$ 0</u>	<u>\$ 0</u>
Total Projects	<u>\$9,095,000</u>	<u>\$500,000</u>	<u>\$4,995,000</u>

Adequate issuance costs and debt service costs have been budgeted in FY 22/23. It is anticipated that the City will issue debt in FY 23/24 for the remaining amounts, with the exception of the Airport Access Road, so these will be carried forward to FY 23/24 in a future budget amendment to be presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends the City Commission award the \$4,995,000 tax-exempt debt issuance to Webster Bank, N.A. and authorize staff and the Mayor to complete and execute documents necessary to close on the note.

BACKGROUND/DISCUSSION:

The City has retained the services of Sandy MacLennan of Squire Patton Boggs (US, LLP as bond counsel and Julie Santamaria of PFM Financial Advisors, LLC as financial advisor.

All documents have been prepared by the City's bond counsel, reviewed by the Bank's bond counsel and the City Attorney. They are presented to the City Commission in substantially final form but may require minor corrections should errors or deficiencies be discovered.

The cost of issuance for the note is as follows:

Bond Counsel for the City	\$15,000
Financial Advisor for the City	\$18,500
Bond Counsel from the Bank	<u>\$ 0</u>
Total Issuance Costs	<u>\$33,500</u>

The note will be secured by a covenant to budget and appropriate funds.

The repayment terms for the loans are as follows:

Road Resurfacing	20 year term
Alabama Ave Trail Extension	20 year term
Fire Station 83 Improvements	20 year term
Design for New Park (Recreational Fields at Victoria Park)	20 year term
Voorhis Ave Streetscape	10 year term

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, AUTHORIZING BORROWING OF AN AMOUNT NOT EXCEEDING \$4,995,000 TO PAY THE COSTS OF CERTAIN CAPITAL PROJECTS WITHIN THE CITY; PROVIDING FOR THE ISSUANCE OF A REVENUE NOTE TO EVIDENCE THE CITY'S OBLIGATION TO REPAY SUCH AMOUNT; PROVIDING FOR THE PAYMENT OF THE NOTE AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT IN CONNECTION THEREWITH; COVENANTING TO BUDGET AND APPROPRIATE FROM NON-AD VALOREM REVENUES AMOUNTS NECESSARY TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE NOTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeLand, Florida (the "City") has a present need to construct certain capital projects, as more particularly described in the attached Exhibit "B" (the "Projects"); and

WHEREAS, the City desires to finance the cost of constructing the said capital projects through its issuance of a Revenue Note, Series 2023 in a principal amount not exceed \$4,995,000 (the "Note"); and

WHEREAS, financing the Projects as provided for in this Resolution is in the best interests of the citizens of the City.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (the "Act").

Section 2. Definitions. The following terms shall have the following meanings when used in this Resolution unless the context clearly requires otherwise. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement.

"City" means the City of DeLand, Florida.

"City Manager" means the City Manager of the City.

"Clerk" means the Clerk of the City or, in the Clerk's absence, any Deputy Clerk.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commission” means the Commission of the City, as the governing body of the City.

“Covenant” means the covenant to budget and appropriate moneys to pay the Note contained in Section 10 of the Loan Agreement.

“Lender” means Webster Bank, National Association., a national banking association and its successors and assigns.

“Loan” means the advance of moneys by the Lender to the City in order to finance Project Costs pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement between the Lender and the City, dated as of the date of issuance of the Note, setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A.

“Mayor” means the Mayor of the City, or in his absence, the Vice-Mayor of the City.

“Note” means the City’s Revenue Note, Series 2023, the form of which is attached to the Loan Agreement as Exhibit A, evidencing the City’s obligation to repay the Loan.

“Projects” means, collectively, the acquisition and construction of certain capital projects within the City, as described on Exhibit B hereto.

“Project Costs” means all or a portion of the cost of undertaking the Projects including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Projects; reimbursement to the City for any sums heretofore expended for the foregoing purposes; and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Projects.

“Resolution” means, collectively, this Resolution and all resolutions amendatory hereof and supplemental hereto.

Section 3. Findings. It is hereby found, declared, and determined by the Commission that:

(A) The City has previously authorized the undertaking of the Projects and is without currently available funds to pay for all of the anticipated costs of the Projects.

(B) The City, through its financial advisor, invited financial institutions and other lenders to provide the City with one or more proposals to finance all or a portion of the Projects.

(C) Upon receipt of the proposals, the City Manager, with the advice of the City’s financial advisor, selected the Lender’s proposal for the financing of the Projects.

(D) Given the size and nature of the Loan, the City hereby determines it to be in its best interest to place the Note directly with the Lender through the competitive selection process hereinabove described rather than by raising funds through a competitive sale process involving publicly offered bonds of the City.

(E) It is necessary and desirable to provide for the securing of the Loan and for the execution and delivery of the Loan Agreement and the issuance of the Note in connection therewith.

(F) The City does not expect to issue more than \$5 million in tax-exempt obligations during calendar year 2023.

Section 4. Authorization of Note; Designation Under Code; Selection of Lender. Subject and pursuant to the provisions hereof and in accordance with the provisions of the Loan Agreement, the issuance by the City of a Revenue Note, Series 2023, in an aggregate principal amount not to exceed Four Million Nine Hundred Ninety-Five Thousand Dollars (\$4,995,000) to be dated, to bear interest, to be payable, to mature, to be subject to redemption and to have such other characteristics as provided in the Loan Agreement and the Note and to be secured solely by the Covenant and the monies actually budgeted and appropriated pursuant thereto in the manner provided in the Loan Agreement, is hereby authorized. The Note is hereby designated as a “qualified tax-exempt obligation” under Section 265(b)(3)(B) of the Code. The Note delivered under and pursuant to this Resolution shall be entitled to all the benefits of this Resolution and the Loan Agreement.

Section 5. Approval of Form of Loan Agreement and Note. The form of Loan Agreement and the Note attached hereto and incorporated herein by this reference, in substantially the form attached hereto as Exhibit A, are hereby approved, and the Mayor and Clerk are hereby authorized to execute and deliver such documents and to take such other actions as shall be necessary to consummate the Loan. The Loan Agreement and the Note shall be substantially in the form presented at this meeting and shall be executed in the manner therein set forth, subject to such changes, insertions and omissions as are necessary to conform to the Lender’s proposal and as may be approved by the Mayor, upon such consultation with the City Manager, the Finance Director and the City Attorney as the Mayor deems appropriate, and the execution of the Loan Agreement and the Note by the Mayor shall be conclusive evidence of any such approval.

Section 6. Delivery of Note. The delivery of the Note to the Lender is hereby authorized. The Mayor, the Clerk, the City Manager, the Finance Director and the City Attorney are each designated agents of the City in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Note to the Lender.

Section 7. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note or Loan Agreement delivered hereunder.

Section 9. Amendment. This Resolution may not be amended or repealed except with the prior written consent of the Lender.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and Adopted this 18th day of September, 2023, at a regular meeting duly called and held.

CITY OF DELAND, FLORIDA

By: _____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

By: _____
Julie A. Hennessy
City Clerk – Auditor

By: _____
Darren J. Elkind
City Attorney

EXHIBIT A
LOAN AGREEMENT

EXHIBIT B

DESCRIPTION OF PROJECTS

The Projects include all or a portion of the following capital improvements, subject to amendment or modification by the City as permitted by the Loan Agreement:

Project	Amount	FY 23/24 Description
Victoria Park	\$ 400,000	Design of new park, including ball fields, restrooms, and concessions
Voorhis Ave Streetscape (CRA)	\$ 700,000	Street upgrade, including reducing vehicle lane and increasing sidewalk area
Road Resurfacing	\$2,500,000	
Alabama Ave Trail Extension	\$ 795,000	Extension of City's pedestrian and bicycle trail
Fire Station 83	\$ 600,000	Improvements to and expansion of existing fire station
Total	\$4,995,000	

“EXHIBIT A”

LOAN AGREEMENT

between

CITY OF DELAND, FLORIDA

and

WEBSTER BANK, NATIONAL ASSOCIATION

Dated September __, 2023

Relating to

City of DeLand, Florida
\$4,995,000
Revenue Note, Series 2023

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LOAN AGREEMENT

This LOAN AGREEMENT is made and entered into as of September __, 2023, by and between the CITY OF DELAND, FLORIDA (the “City”), and WEBSTER BANK, NATIONAL ASSOCIATION. (the “Lender”).

WITNESSETH:

WHEREAS, the City has previously determined that it will be necessary, desirable and in the best interests of the City and its inhabitants that the City undertake the Projects hereinafter described and that the Projects will serve essential public purposes of the City; and

WHEREAS, the City has determined that it will be without adequate currently available funds to pay the full anticipated Project Costs, and that it will be necessary that additional funds be made available to the City in order to undertake and complete the Projects; and

WHEREAS, the City has contacted various lending institutions to provide the City with financing for the Project Costs; and

WHEREAS, pursuant to the Commitment, a copy of which is attached hereto as Exhibit B, the Lender has proposed to lend to the City the aggregate principal amount of \$4,995,000 to finance Project Costs; and

WHEREAS, the City has determined that it is in the best interest of the health, safety, and welfare of the City and the inhabitants thereof that the City enter into the Covenant to secure the obligation of the City to repay the principal of and interest on the Note when due and to make the other payments, if any, required thereunder and hereunder; and

WHEREAS, the obligation of the City to repay principal of and interest on the Note and to make the other payments, if any, required thereunder and hereunder shall not constitute a general obligation or indebtedness of the City as a “bond” within the meaning of any provision of the Constitution of the State, but shall be and is hereby declared to be a special, limited obligation of the City, secured solely by the Covenant and the moneys actually budgeted and appropriated pursuant thereto in the manner provided herein; and

WHEREAS, the City is not and cannot be obligated to levy taxes on any property of or in the City to pay the principal of or interest on the Note or to make other payments, if any, provided for therein and herein, and neither the Note, nor the interest thereon, nor the other payments, if any, required thereunder or hereunder shall be or constitute a lien upon the Project or upon any other property of or in the City;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Lender do hereby agree as follows:

SECTION 1. DEFINITIONS. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

“Act” means Chapter 166, Florida Statutes, as amended, and other applicable provisions of law.

“Agreement” means this Loan Agreement dated September __, 2023 between the City and the Lender.

“Authorized Investments” means any obligations, deposit certificates, or other evidences of indebtedness legal for investment pursuant to law, to the extent not inconsistent with the terms of applicable law.

“Bond Counsel” means Squire Patton Boggs (US) LLP, Tampa, Florida, or such other law firm having a nationally-recognized practice in the areas of local, state, and federal law related to the debt obligations of state and local governments.

“Business Day” means any day of the year other than a day on which the Lender or the City are lawfully closed for business.

“City” means the City of DeLand, Florida.

“City Manager” means the City Manager of the City or, in the City Manager’s absence, any designee duly authorized to execute documents or take other action, as the case may be, on the City Manager’s behalf.

“City Representative” means the City Manager.

“Clerk” means the City Clerk for the City or, in the Clerk’s absence, any Deputy Clerk duly authorized to execute documents or take other action, as the case may be, on the Clerk’s behalf.

“Closing Date” means the date of issuance and delivery of the Note to the Lender which date is September __, 2023.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable Regulations and rulings thereunder.

“Commitment” means the proposal of the Lender, a copy of which is attached hereto as Exhibit B.

“Commission” means the City Commission, as the governing body of the City.

“Covenant” means the covenant of the Commission to budget and appropriate sufficient Non-Ad Valorem Revenues to pay, when due, the principal of and interest on the Note and to make the other payments, if any, required to be made hereunder and under the Note, as provided in Section 10.A hereof.

“Default” means an Event of Default as defined and described in Section 14 hereof.

“Default Rate” means the then current interest rate on the Note, plus an additional two percent (2%) per annum.

“Finance Director” means the Finance Director of the City.

“Fiscal Year” means the period from each October 1 to the succeeding September 30.

“Interest Payment Date” means the dates on which interest on the Note is payable, as shown on Exhibit A hereto.

“Interest Rate” means the interest rate on the Note as shown on Exhibit A hereto.

“Lender” means Webster Bank, National Association, a national banking association, and its successors and assigns.

“Loan” means the advance of the Principal Amount by the Lender to the City pursuant to the terms of this Agreement for the purpose of financing Project Costs.

“Mayor” means the Mayor of the City, or in the Mayor’s absence, the Vice Mayor of the City.

“Non-Ad Valorem Revenues” means all revenues received by the City (a) from sources other than the levy of ad valorem taxes upon property, and (b) not restricted by law so as to be unable to be applied to pay the principal of and interest on the Note and to make the other payments, if any, required under the Note or under this Agreement, subject to prior liens upon all or any specific portion of such revenues, whether now existing or hereafter arising.

“Note” means the Revenue Note, Series 2023, of the City in substantially the form attached hereto as Exhibit A (including the Schedules thereto), with such changes and modifications thereto as may be permitted pursuant to the Resolution, the approval thereof to be presumed by the execution and delivery of the Note by the City to the Lender.

“Paying Agent” means the Finance Director.

“Person” or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

“Principal Amount” means Four Million Nine Hundred and Ninety-Five Thousand Dollars (\$4,995,000.00).

“Project” or “Projects” means the capital projects identified on Exhibit C, hereto, as such project list may be revised from time to time by the City.

“Project Costs” means all or a portion of the cost of undertaking the Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates

of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; reimbursement to the City for any sums heretofore expended for the foregoing purposes; payment of interest on the Loan prior to its maturity; and such other costs and expenses as may be necessary or incidental to the financing of the Project.

“Register” means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Note.

“Registered Owner” or “Owner” means the person in whose name the ownership of the Note is registered on the books maintained by the Registrar. The Registered Owner shall initially be the Lender.

“Registrar” means the Person maintaining the Register. The Registrar shall initially be the Finance Director; any subsequent Registrar must be approved by the Registered Owner in writing.

“Regulations” means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

“Resolution” means Resolution No. 2023-__, adopted by the Commission, on September 18, 2023, as amended and supplemented from time to time.

“State” means the State of Florida.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof (a) have been negotiated in an arm’s-length manner between the City and the Lender; (b) have been reviewed by respective counsel for the City and the Lender; (c) shall not be construed strictly in favor of or against either party hereto; and (d) shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN.

A. Loan. The Lender hereby makes, and the City hereby accepts the Loan, upon the terms and conditions set forth herein.

B. Disbursement of Proceeds. Proceeds of the Loan shall be made available by the Lender to the City by deposit of the amount thereof to or for the order of the City by 2:00 p.m. on the Closing Date.

SECTION 4. DESCRIPTION OF NOTE. The obligation of the City to repay the Loan shall be evidenced by the Note. The Note shall be dated the Closing Date; shall mature as to principal on the dates and in the amounts as set forth in the Note; shall be in registered form; and shall bear interest from its date until payment in full of the principal amount thereof plus any applicable prepayment premium, at the Interest Rate calculated in the manner provided in the

Note, calculated on the basis of a 360-day year consisting of twelve 30-day months. The principal of the Note shall be payable in installments as shown on Attachment A to Schedule 1 to the Note.

Prior to December 1, 2028, the City shall have no right to prepay the Note in whole or in part without the consent of the Lender, which consent may be withheld in its absolute discretion. On an after December 1, 2028, the City may prepay the Note in whole or in part, on any payment date (or other date approved by the Lender) by paying the principal balance plus any outstanding interest due, provided the City provides the Lender at least thirty (30) days prior written notice. The prepayment price, as a percentage of the then-outstanding Note balance, shall be equal to 101% of the amount so prepaid if prepaid on or before June 1, 2030, and 100% of the amount so prepaid if prepaid on or after December 1, 2030. Any partial prepayment shall (i) occur on an Interest Payment Date, (ii) occur no more than once during any consecutive 12-month period, (iii) be in a principal amount of not less than \$300,000 and not more than \$500,000, and (iv) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

Interest on the Note may be adjusted as provided in Schedule 1 to the Note.

SECTION 5. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the Mayor and attested by the Clerk, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized. The Note may be executed by the facsimile signatures of the Mayor and/or Clerk, provided that at least one of the foregoing signatures must be a manual signature.

SECTION 6. REGISTRATION AND TRANSFER OF NOTE. The Note shall be and shall have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and each Registered Owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of a negotiable instrument thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of the Note is shown on the Register shall be deemed the Registered Owner thereof by the City and the Registrar, who may treat the Registered Owner as the absolute owner of the Note for all purposes, whether or not the Note shall be overdue, and any notice to the contrary shall not be binding upon the City or the Registrar.

The Note may be transferred in whole, but not in part, only with the consent of the City and with the delivery to the City of such certifications and representations of the new owner as the City may reasonably require; provided, however, the Lender may transfer the Note in whole only, in compliance with applicable state and federal law (including securities laws) to (i) an affiliate of the Lender or (ii) a bank, insurance company or other financial institution or such entity's affiliate who would otherwise qualify as a "Qualified Institutional Buyer" for purposes of Rule 144A of the Securities Act of 1933, as amended, and provided, in the case of (ii), the new owner of the Note provides reasonable certification of such qualification at the time the Note is registered to the new owner. Nothing herein shall limit the right of the Registered Owner

of the Note to sell or assign participation interests in the Note to one or more entities listed in (i) or (ii) above.

No transfer of the Note shall be effective until entered on the registration books maintained by the Registrar.

The Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City or the Registrar, duly executed by the Registered Owner or by its duly authorized attorney.

The Registrar or the City may require payment from the Registered Owner or its transferee, as the case may be, of a sum sufficient to cover taxes, fees or other governmental charges or expenses, if any, (other than any taxes, fees or charges of the City) that may be imposed in relation thereto. Such charges and expenses shall be paid before a new Note is delivered.

Upon surrender to the Registrar for transfer or exchange of the Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Note of the same outstanding principal amount, principal amortization schedule, final maturity, interest rate, prepayment provisions, and other terms as the Note surrendered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Note surrendered, shall be secured under this Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

Whenever the Note shall be delivered to the Registrar for cancellation, after payment in full, or for replacement, transfer or exchange, the Note shall be cancelled by the Registrar, and, if destroyed, a certificate of destruction evidencing such destruction shall be maintained in the records of the City.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note is mutilated, destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Note destroyed, stolen or lost, or in exchange and substitution for the mutilated Note, upon surrender thereof to the Registrar for cancellation; provided however, if the Note shall have matured or be about to mature, instead of issuing a substitute Note, the City, upon being indemnified as provided above, may pay the same. Any Note surrendered shall be cancelled by the Registrar.

Any new Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City whether or not, as to the new Note, the lost, stolen

or destroyed Note be at any time found by anyone, and the new Note shall be entitled to all the benefits and rights as to security for payment as the Note originally issued hereunder.

SECTION 8. FORM OF NOTE. The Note shall be in substantially the form of Exhibit A hereto (including the Schedules thereto), with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Agreement and approved by the persons executing the Note, such approval to be evidenced conclusively by their execution thereof.

SECTION 9. SECURITY; NOTE NOT GENERAL OBLIGATION OF THE CITY. The obligation of the City to pay the principal of and interest on the Note and to make the other payments, if any, required under the Note and this Agreement, shall be secured forthwith solely by the Covenant and the moneys budgeted and appropriated pursuant thereto. The obligation of the City to pay the principal of and interest on the Note and to make the other payments, if any, required to be made under the Note or this Agreement shall not constitute a general obligation or indebtedness of the City, and the Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Note or of the other amounts, if any, required to be made under the Note or this Agreement. The obligation of the City to pay the principal of and interest on the Note and to make the other payments, if any, required to be made under the Note or this Agreement shall neither be secured by, nor constitute a lien upon, the Project or upon any other property of or in the City, but shall be secured solely by the Covenant and the moneys budgeted and appropriated pursuant thereto, in the manner provided herein and in the Note.

SECTION 10. COVENANTS OF THE CITY. Until the principal of and interest on the Note and all other payments required to be made under the Note and this Agreement shall have been paid in full, the City covenants with the Registered Owner of the Note as follows:

A. Covenant to Budget and Appropriate. As security for the payment of the principal of and interest on the Note and all other payments required to be made under the Note and this Agreement, the City hereby covenants and agrees in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget for each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues of the City in an amount which is sufficient to pay all interest and principal payable on the Note and all other payments required to be made under the Note and this Agreement in the then current Fiscal Year. Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues are cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required principal and interest payments under the Note and all other payments required to be made under the Note and this Agreement as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid, provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the City's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the City from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give any holder of the Note a prior claim on the Non-Ad Valorem Revenues. The City may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the City to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem

Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of the City. Notwithstanding the foregoing Covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

So long as the Note is Outstanding, in each Fiscal Year, the average of the prior two Fiscal Year's Non-Ad Valorem Revenues (based upon the City's audited financial statements included in the City's Annual Comprehensive Financial Report to be delivered pursuant to Section 10.C below), after provision has been made by the City for payment of services and programs that are essential public purposes affecting health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law, must equal or exceed 150% of the combined maximum annual debt service payments in each year on the Note and all outstanding debt secured by or payable from all or any specified portion of Non-Ad Valorem Revenues (including any debt secured by a covenant similar to the Covenant). For purposes of the foregoing calculation any debt which bears interest at a variable rate shall be assumed to bear interest at the higher of 7% per annum or the actual interest rate borne by the loan for the month preceding the date of calculation. Additionally, any debt which has a bullet or balloon maturity shall be assumed to have level debt service payments over an amortization period determined by the City (not to exceed 30 years) at the time of incurrence of such debt. The City may issue additional debt secured by all or any specified portion of the Non-Ad Valorem Revenues as long as the foregoing coverage test will be met upon the issuance of such additional debt. The City shall provide the Lender with a copy of the certificate that evidences compliance with the foregoing promptly upon the issuance of any such additional debt.

B. Payment. The City will promptly pay the principal of and interest on the Note when due under the Note or any other amounts payable hereunder when due by wire transfer or other medium acceptable to the City and the Lender.

C. Financial Statements. As soon as available, and in any event not later than two hundred seventy (270) days following the end of each Fiscal Year, the City will provide the Lender with a copy of the City's Comprehensive Annual Financial Statements including the audited general-purpose financial statements of the City (the "Audit"), which may be in electronic .PDF format. The electronic Audit or link may be sent to the following email address (or such other address as the Lender supplies to the City in writing): PublicFinance@WebsterBank.com. If the Audit is not available within 270 days after the end of the City's Fiscal Year, the City will furnish unaudited financial statements to the Lender in the manner described in this paragraph, and will then furnish the Audit to the Lender immediately upon the availability thereof.

D. Annual Budget And Other Information. The City will prepare its annual budget in accordance with the Act and will, within a reasonable period after the annual budget is approved by the Commission, provide to the Lender a copy of its final annual budget for such Fiscal Year and any revisions to its capital improvement program; provided, however, if the final annual budget is not available within 30 days after such approval, the Finance Director shall provide to the Lender such documentation as to the approval as may be requested by the Lender.

The City will also provide to the Lender such other information regarding the City and its affairs as the Lender may reasonably request.

E. Tax Compliance. Neither the City, nor any third party over whom the City has control, will make any use of the proceeds of the Note or of the Project at any time during the term of the Note which would cause the Note (1) to be (a) a “private activity bond” within the meaning of Section 103(b)(1) of the Code or (b) an “arbitrage bond” within the meaning of Section 103(b)(2) of the Code or (2) not to be a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code. The City covenants throughout the term of the Note to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Note and the status of the Note as a “qualified tax-exempt obligation” to the same extent as on the date of issuance of the Note.

F. Notice of Defaults. The City shall within ten (10) days after it acquires knowledge thereof, notify the Lender in writing at its address set forth in Section 13 hereof upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto.

G. Lender Fees and Expenses. The Lender’s proposal requires no fees to be paid by the City.

SECTION 11. REPRESENTATIONS. The City represents to the Lender that:

A. Organization. The City is a municipal corporation and a political subdivision, duly organized and existing under the laws of the State of Florida and eligible to issue obligations which qualify under Section 103(a) of the Code.

B. Authorization of Resolution, Agreement and Note. The City has the power and has taken all necessary action to adopt the Resolution and to authorize the execution and delivery of, and the performance by the City of its obligations under, this Agreement and the Note in accordance with their respective terms. This Agreement and the Note have been duly executed and delivered by the City. The Resolution has been duly adopted by the City.

C. No Conflict; No Litigation. The Resolution and the terms of the Note and of this Agreement do not conflict with or constitute a violation of the terms of any judgment, decree, indenture, loan agreement, debt instrument, or other agreement to which the City is a party or by which the City is bound. There is no litigation pending, or, to the best knowledge of the City, threatened, which seeks to restrain or enjoin the adoption of the Resolution or the execution and delivery of the Note or this Agreement, the making by the City of the Covenant or the performance by the City of its obligations under the Note or this Agreement, or the collection and application of the Non-Ad Valorem Revenues.

D. Non-Ad Valorem Revenues. The City currently receives the Non-Ad Valorem Revenues and is legally entitled to covenant to budget and appropriate from such Non-Ad

Valorem Revenues amounts necessary to pay the principal of and interest on the Note and to make the other payments, if any, required under the Note and this Agreement when due. The Non-Ad Valorem Revenues are estimated to be sufficient to pay the principal of and interest on the Note and to make the other payments, if any, required under the Note or this Agreement and to make all other payments required to be made from Non-Ad Valorem Revenues as the same becomes due. The Non-Ad Valorem Revenues expected to be received in the current Fiscal Year satisfy the coverage requirements set forth in Section 10.A. hereof.

E. Financial Statements. The audited general-purpose financial statements of the City for the Fiscal Year ended September 30, 2022, receipt of which is acknowledged by the Lender, were prepared in accordance with generally accepted accounting principles as applied to governmental entities and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues (including, without limitation, the Non-Ad Valorem Revenues), properties or operations of the City except as disclosed to the Lender in writing at or prior to the date hereof.

F. No Acceleration for Similarly Secured Debt. Without the Lender's consent (or granting the Lender the same remedy), the City shall not grant to any other lender the remedy of acceleration with respect to its loan obligations secured by a covenant substantially similar to the Covenant.

G. Neither the Lender nor any of its affiliates shall act as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed issuance of the Note. The City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the City desired to obtain such advice.

SECTION 12. CONDITIONS PRECEDENT.

The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Closing Date:

(1) Action. The Lender shall have received a copy of the Resolution, certified as complete and correct as of the Closing Date, together with an executed Agreement, the executed Note, and the customary closing certificates and opinions, in form and substance reasonably satisfactory to the Lender.

(2) Incumbency of Officers. The Lender shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Agreement, the Note, and the related financing documents on behalf of the City.

(3) Opinion of Counsel to the City. The Lender shall have received a written opinion of counsel to the City in form and substance satisfactory to the Lender addressing

matters relating to (1) the existence of the City; (2) the due adoption of the Resolution; (3) the due authorization and execution and enforceability of this Agreement and the Note and the related financing documents; (4) the absence of litigation against the City relating to its existence or powers, the proceedings for the authorization and issuance of the Note, the agreeing to, and the performance of its obligations under, the Covenant, and the collection of the Non-Ad Valorem Revenues; (5) the delivery of the documents required under this Section 12; and (6) the issuance of the Note will not result in a breach of, or constitute a default under, any agreement, indenture or other instrument known to counsel to the City to which the City is a party or by which it may be bound.

(4) Opinion of Bond Counsel. The Lender shall have received an approving opinion of Bond Counsel or, alternatively, a letter from Bond Counsel authorizing the Lender to rely on the approving opinion of Bond Counsel delivered to the City in respect to the Note to the same extent as if such opinion were addressed to the Lender. The opinion, in form and substance satisfactory to the Lender, shall, at a minimum, address the status of interest on the Note under the provisions of Section 103 of the Code and the status of the Note under Section 265(b)(3)(B) of the Code.

(5) Representations; No Default. The representations made by the City herein shall be true and correct in all material respects on and as of the Closing Date, no Default shall have occurred and be continuing as of the Closing Date or will result from the consummation of the Loan; and the Lender shall have received a certificate from the City to the foregoing effect.

(6) Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender shall have reasonably requested.

SECTION 13. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, delivered by telecopier, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

City: City of DeLand, Florida
120 South Florida Avenue
DeLand, Florida 32720
Attention: City Manager
Fax No.: (386) 626-7140

Lender: Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, New York 10017
Attention: Public Sector Finance
(publicfinance@websterbank.com)

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or courier, of an original promptly after such communication by telecopier.

SECTION 14. EVENTS OF DEFAULT DEFINED. The following shall be “Events of Default” under this Agreement, and the terms “Default” and “Events of Default” shall mean (except where the context clearly indicates otherwise) any one or more of the following events:

A. failure by the City to make any payment of principal of or interest on the Note, within five (5) days of the due date thereof;

B. failure by the City to abide by the terms of the Covenant by failing to include in its annual budget and to appropriate at the times necessary the amounts required to pay the principal of and interest on the Note and to make the other payments, if any, required hereunder or under the Note when due;

C. failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice of such failure shall have been delivered to the City by the Lender, unless the Lender shall agree in writing to an extension of such time;

D. the occurrence of an “event of default,” as defined and set forth in any other loan agreement with the Lender or, if secured by a covenant substantially similar to the Covenant, with any other financial institution (taking into account in all instances the expiration of any grace, cure or notice period).

E. the filing of a petition against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within sixty (60) days of such filing;

F. the filing by the City of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the City to the filing of any petition against it under such law;

G. the admission by the City of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the City’s becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property and such custodian taking possession thereof.

SECTION 15. REMEDIES. If an Event of Default has occurred and is continuing hereunder or under the Note, the Lender may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Note or in this Agreement, and to enforce and compel the performance of all duties required by the Note and this Agreement or by any applicable laws to be performed by the City, the Commission or by any officer thereof, and may take all steps to enforce the Note and this Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. The City and the Lender waive the right to a trial by jury of any and all claims made between them related to and

arising out of this Agreement, the Commitment, the Resolution and the Note, whether now existing or arising in the future, including, without limitation, any and all claims, and intervenor's claims, whether arising from or related to the negotiation, execution and performance of the transactions to which the Commitment relates. Under no circumstances whatsoever shall the payments not then due under the Note be accelerated upon the occurrence of an Event of Default. During the continuance of an Event of Default, the Note shall bear interest at the Default Rate.

No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission of the Lender to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this section to the Lender may be exercised from time to time, and as often as may be deemed expedient.

To the extent legally permissible, the City and the Lender agree that in any suit, action or proceeding brought in connection with this Agreement or the Note (including any appeal(s)), the prevailing party shall be entitled to recover costs and attorneys' fees from the other party.

SECTION 16. NO RECOURSE. No recourse shall be had for the payment of the principal of and interest on the Note or for any claim based on the Note or on this Agreement, against any present or former member of the Commission, any officer or official of the City, or any person executing the Note.

SECTION 17. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment, or the last date for performance of any act or the exercise of any right, as provided in this Agreement or in the Note, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement or in the Note, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 18. FINAL AGREEMENT; AMENDMENTS, CHANGES AND MODIFICATIONS; ASSIGNMENT. Each party hereto represents and agrees that (A) this Agreement represents the final agreement between the parties with respect to the Loan, (B) there are no unwritten oral agreements between the parties with respect to the Loan, and (C) the terms of this Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the parties. This Agreement may be amended only in writing signed by both parties hereto. This Agreement may be assigned by the Lender only to a transferee of the Note as provided in Section 6 of this Agreement. Any assignment of the Note by the Lender shall automatically and without any further action be deemed to assign the Lender's interest in this Agreement.

SECTION 19. BINDING EFFECT; DISCHARGE. To the extent provided herein, this Agreement shall be binding upon the City and the Lender and shall inure to the benefit of the City and the Lender and their respective successors and assigns. This Agreement shall be discharged and neither the City nor the Lender shall have any further obligations hereunder and under the Note when the City shall have paid the principal of and interest on the Note in full and shall have paid in full all other amounts, if any, due under the Note or this Agreement.

SECTION 20. CONSTRUCTION; SEVERABILITY. The provisions of this Agreement shall be construed so as to give effect to the intent of the parties hereto, as expressed in the preambles, and to all of the provisions of this Agreement and of the Note. In the event any provision of this Agreement or the Note shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render ineffective or unenforceable any other provision hereof or thereof.

SECTION 21. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.

SECTION 22. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 23. PARTICIPATION OF AGREEMENT AND NOTE FROM THE LENDER TO SNFC. The Lender hereby notifies the City, and the City hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement and the issuance of the Note, the Lender will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and wholly-owned subsidiary of the Lender ("SNFC"), whereby the Lender will sell to SNFC a 100% participation interest in this Agreement and the Note at par. Unless ownership of the Note is transferred in accordance with the requirements of Section 6 hereof, the Lender will continue to be the Registered Owner of the Note for all purposes of this Agreement and will service this Agreement and the Note and collect all payments and payment of any prepayment thereunder.

SECTION 24. CITY'S NOTICE FILINGS RELATED TO THE NOTE IS AGREEMENT FOR SEC RULE 15C2-12. In connection with the City's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the City pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Lender acknowledges that the City may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that the City has incurred obligations hereunder and notice of certain subsequent events reflecting financial difficulties in connection with the Note. The City agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about the Lender or its affiliates: address and account information of the Lender or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lender or its affiliates, unless otherwise required for compliance with the Rule or otherwise required by law. The City acknowledges that the Lender is not responsible for the City's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF DELAND, FLORIDA

ATTEST:

Julie A. Hennessy, City Clerk-Auditor

By: _____
Christopher M. Cloudman
Mayor-Commissioner

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Kevin C. King
Senior Managing Director

EXHIBIT A
FORM OF NOTE

No. R-__ \$4,995,000

CITY OF DELAND, FLORIDA
REVENUE NOTE, SERIES 2023

RATE OF INTEREST
4.69% per annum

MATURITY DATE
June 1, 2043

DATE OF ISSUE
September __, 2023

REGISTERED OWNER: WEBSTER BANK, NATIONAL ASSOCIATON

PRINCIPAL AMOUNT: FOUR MILLION NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$4,995,000)

KNOW ALL MEN BY THESE PRESENTS, that the City of DeLand, Florida (the “City”), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, the Principal Amount shown above, in the installments shown on Attachment A to Schedule 1 hereto, and to pay solely from such funds interest on the Principal Amount outstanding from time to time from the date of this Note or from the most recent date to which interest has been paid, whichever is applicable, until payment in full of such Principal Amount, at the Rate of Interest shown above, such interest being payable semi-annually in arrears on December 1, 2023, and on each June 1 and December 1 thereafter (an “Interest Payment Date”) until this Note is paid in full, by wire transfer or other medium acceptable to the City and to such Registered Owner. On June 1, 2043, the entire unpaid principal amount hereof and all accrued interest thereon shall be paid by the City to the Registered Owner from the sources herein described. Presentation of this Note for any payment on this Note shall not be required. The principal of and interest on this Note are payable in lawful money of the United States of America. Interest shall be calculated on the basis of twelve 30-day months and a 360-day year and shall be adjusted as provided in Schedule 1 attached hereto.

This Note is issued to finance the costs of the acquisition, construction and equipping of certain capital projects of the City, as further described in the Agreement hereinafter referred to (the “Project”), under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution No. 2023-__, duly adopted on September 18, 2023 (the “Resolution”), and a Loan Agreement between the City and Webster Bank, National Association, as lender, dated September __, 2023, relating to this Note (the “Agreement”), to which reference should be made to ascertain those terms and conditions. Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Agreement.

This Note is payable from and secured solely by the covenant of the City (the “Covenant”), contained in Section 10.A of the Agreement, to annually budget and appropriate

and pay to the Registered Owner hereof the portion of the Principal Amount payable in installments as shown on Attachment A to Schedule 1 to this Note and the interest payable on this Note on each Interest Payment Date, all in the manner provided in, and subject to the terms and conditions of, the Resolution and the Agreement.

The principal of and interest on this Note shall not constitute a general obligation or indebtedness of the City, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Note. The principal of and interest on this Note shall not be secured by a lien upon the Project, or upon any other property of or in the City, except as specifically provided in the Agreement, but shall be secured solely by the Covenant and the moneys budgeted and appropriated pursuant thereto, in the manner provided herein and in the Agreement. Reference is made to the Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the City hereunder.

Upon the occurrence of an Event of Default, the City shall also be obligated to pay (but only from the Non Ad-Valorem Revenues budgeted therefore) as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay. Under no circumstances whatsoever shall the payments not then due under this Note be accelerated upon the occurrence of an Event of Default.

The City to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

This Note may only be prepaid in accordance with the Agreement and the Prepayment Provisions listed on Schedule 1. This Note has been designated by the City as a “qualified tax-exempt obligation” as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Note may be only transferred or assigned by the Registered Owner in the manner provided in the Agreement.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in connection with the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

Payments hereunder shall apply first to amounts due to the Registered Owner other than principal or interest, then to interest and last to principal.

IN WITNESS WHEREOF, the City of DeLand, Florida, has caused this Note to be executed by its Mayor, and attested by the City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

CITY OF DELAND, FLORIDA

COUNTERSIGNED AND ATTESTED:

Julie A. Hennessy, City Clerk-Auditor

By:_____
Christopher M. Cloudman, Mayor-
Commissioner

SCHEDULES TO
CITY OF DELAND, FLORIDA

Revenue Note, Series 2023

Schedule 1

Terms of Note, including Interest Rate, Principal
Amortization Schedule, Prepayment Provisions

SCHEDULE 1

TERMS OF NOTE

AMORTIZATION SCHEDULE: The Amortization Schedule for the payment of the principal of and interest on this Note shall be as shown on Attachment A hereto.

PREPAYMENT PROVISIONS: Prior to December 1, 2028, the City shall have no right to prepay the Note in whole or in part without the consent of the Lender, which consent may be withheld in its absolute discretion. On an after December 1, 2028, the City may prepay the Note in whole or in part, on any payment date (or other date approved by the Lender) by paying the principal balance plus any outstanding interest due, provided the City provides the Lender at least thirty (30) days prior written notice. The prepayment price, as a percentage of the then-outstanding Note balance, shall be equal to 101% of the amount so prepaid if prepaid on or before June 1, 2030, and 100% of the amount so prepaid if prepaid on or after December 1, 2030. Any partial prepayment shall (i) occur on an Interest Payment Date, (ii) occur no more than once during any consecutive 12-month period, (iii) be in a principal amount of not less than \$300,000 and not more than \$500,000, and (iv) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

ADJUSTMENT TO INTEREST RATE:

(a) Loss of Deduction Under Section 265(b)(3)(B) of Internal Revenue Code. In the event this Note is determined not to be a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code, then the original interest rate on this Note shall be adjusted to 4.69%.

(b) Other Change in Tax Laws. If the tax laws or regulations are amended to cause the interest on this Note to be fully taxable, to be subject to a minimum tax or an alternative minimum tax or to otherwise change the after tax yield on this Note to the Owner other than a change described in (a) above or (c) below, then the interest rate on this Note shall be adjusted to cause the yield on this Note to equal what the yield on this Note would have been in the absence of such occurrence.

Such adjustments shall be cumulative, but in no event shall the interest on this Note exceed the lesser of the maximum permitted by law or the Taxable Rate set forth below. Such adjustments to the interest rate on this Note shall be effective on the effective date of the applicable change in the tax laws or regulations. All tax rates and interest rates are expressed as annual rates. However, proper partial adjustment shall be made if the tax law change is effective after the first day of the Owner’s tax year or if the interest on this Note does not accrue for the entire tax year of the Owner.

(c) Taxable Rate. Notwithstanding the foregoing, in the event of a “Determination of Taxability” (as hereinafter defined), the interest rate on this Note shall be adjusted to cause the yield on this Note to equal what the yield on this Note would have been in the absence of such Determination of Taxability, but in no event higher than 5.94% (the “Taxable Rate”), from and

after and retroactively to the date as of such event, and the Owner shall be entitled to such additional interest on this Note and any interest, penalties or additional taxes imposed on the Owner as a result of such Determination of Taxability. For purposes hereof, "Determination of Taxability" means the circumstance of the interest on this Note becoming includable for federal income tax purposes in the gross income of the Owner as a consequence of any act, omission or event whatsoever and regardless of whether the same was within or beyond the control of the City (other than an event addressed in paragraphs (a) or (b) above). A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the City or the Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that the interest on this Note is includable in the gross income of the Owner; (ii) the issuance of any public or private ruling of the Internal Revenue Service that the interest on this Note is includable in the gross income of the Owner; or (iii) receipt by the City or Owner of an opinion of a Bond Counsel that the interest on this Note has become includable in the gross income of the Owner for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner.

(d) Default Rate. During the continuation of an Event of Default, this Note shall bear interest at the then current interest rate on this Note, plus an additional two percent (2%) per annum.

In no event, however, shall interest be charged or paid in an amount in excess of the maximum interest rate permitted to be paid under applicable law.

ATTACHMENT A

AMORTIZATION SCHEDULE

[illegible]

EXHIBIT B
TERM SHEET

EXHIBIT C

DESCRIPTION OF PROJECTS

The Projects include all or a portion of the following capital improvements, subject to amendment or modification by the City as permitted by this Loan Agreement:

Project	Amount	FY 23/24 Description
Victoria Park	\$ 400,000	Design of new park, including ball fields, restrooms, and concessions
Voorhis Ave Streetscape (CRA)	\$ 700,000	Street upgrade, including reducing vehicle lane and increasing sidewalk area
Road Resurfacing	\$2,500,000	
Alabama Ave Trail Extension	\$ 795,000	Extension of City's pedestrian and bicycle trail
Fire Station 83	\$ 600,000	Improvements to and expansion of existing fire station
Total	\$4,995,000	



City of DeLand Revenue Note Proposals
8/18/2023

	Cogent Bank	United Community	Webster Bank
Contact Information	Michael J. Horkey (410) 409-7579 mhorkey@cogentbank.net	Brad White (352) 609-6236 Brad_white@UCBI.com	Mark A. Cargo (704) 287-4493 mcargo@websterbank.com
Interest Rate (20-Year Term)	4.97%	5.46%	4.69%
Amount	4,495,000 (+/- 10%)	\$4,995,000	\$4,995,000
Rate Locked to Closing or Date to be Set	Fixed rate until September 15, 2023; Afterwards, rate may be adjusted to current market conditions	Fixed rate until September 18, 2023; Afterwards, rate may float between September 18, 2023 and the week of closing based on a formula tied to 20-year US Treasury Constant maturity	Interest rates quoted are valid through September 21, 2023
Escrow Funding	N/A	N/A	The Note proceeds may be funded into an escrow account , with disbursements made as needed. The Escrow may be set up with a bank of the City's choosing, and the Escrow will be collateralized as required by the State of Florida.
Prepayment Options	Years 1-7: Non-Callable Years 7-10: Callable in full @ 103% Years 10-12: Callable in full @ 102% Years 12-20: Callable in full @ 100%	N/A	Years 1-5: Non-Callable Years 6-7: Callable in full @ 101% Thereafter: Callable @ 100%
Fees	Lender agrees to cap its costs of issuance to \$7,000	Estimated attorney fees of \$15,000	None
Expiration Date	September 30, 2023	N/A	August 22, 2023
Notes & Other Conditions	Lender will require the following information: (i) 3 most recent years of audited financial statements (ii) Most recent Interim financial statements if available (iii) Most recent financial projections if available (iv) Documentation referenced throughout the RFP and this Proposal	N/A	Lender will require (i) Borrower's three (3) most recent audited financial statements (ii) Most recently adopted budget (iii) Any other information that Lender may reasonably require



City of DeLand, Florida
120 South Florida Avenue
DeLand, Florida 32720

Re: City of DeLand, Florida – \$4,995,000 Revenue Note, Series 2023, dated September 21, 2023 (the “Loan Obligation”)

Ladies and Gentlemen:

Thank you for selecting Webster Bank, National Association as your lender (the “Lender”). The Lender is delivering this letter to describe its role in connection with the above-referenced Loan Obligation.

The Lender has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934) with respect to the Loan Obligation. The Lender has no fiduciary duty to you and intends only to enter into an arm’s-length transaction involving extending credit to you through the purchase of the Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which the Lender may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Date: June 20, 2023.

WEBSTER BANK, NATIONAL ASSOCIATION

☒ Financial Advisor/ Registered Municipal Advisor: PFM FINANCIAL ADVISORS LLC
(Name of Firm)

☐ Placement Agent _____
(Name of Firm)

☐ No Placement Agent/Financial Advisor/Registered Municipal Advisor.

Acknowledgement:
CITY OF DELAND, FLORIDA

By: _____

Name: _____

Title: _____

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Consideration re Rental Increases for DeLand Municipal Mobile Home Park.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Comparable Mobile Home Parks 2023, 90 Day Notice for 01-01-2024

APPROVED BY: Michael Pleus, City Manager, September 12, 2023

SUMMARY/HIGHLIGHT:

Approximately 43 residents currently live at the Deland Municipal Mobile Home Park. The current residents pay \$250 per month for rent, regardless of the trailer size. The rent figure includes lot rental, property tax, lawn maintenance, water, sewer, garbage and stormwater. The City increased the monthly rental rates by \$25 effective January 1, 2023, 2022, 2021 and 2020. Before that, the municipal mobile home park had not seen a rental increase since 2009. Similar parks in Volusia County range from an average of \$470 per month for all age parks (so-called "family parks") to \$724 per month for 55+ parks for lot rental alone. Due to this fact, staff is recommending increasing the rental rates by another \$25 per month, respectively. The proposed new lot rental rate would be \$275 per month, regardless of the trailer size.

The lot rental increase requires a 90-day notice to the home owners before it can take effect. Therefore, with approval from the City Commission, staff will send out notices during the month of September 2023 in order for the lot rental increases to take effect January 1, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lot rental increases would result in an increase in General Fund revenues of approximately \$12,900.

RECOMMENDATION:

Staff recommends the City Commission approve the \$25 per month lot rental increase for the DeLand Municipal Mobile Home Park, effective January 1, 2024.

BACKGROUND/DISCUSSION:

The annual increase and the monthly rental charge are required by the State to be "reasonable". Staff believes the approximate 10.00% annual increase to be reasonable. Staff anticipates continuing future annual increases in an attempt to get the City's monthly rental rates more in line with similar mobile home parks in the County.

**Comparable Mobile Home Parks
As of May 2023**

Name	Address	City	ZIP	Average Lot Rental
A Better Place Community	1305 Nature's Woods Boulevard	DeLand	32724	\$ 547
Candlelight Mobile Home Park	2000 North Volusia Avenue	Orange City	32763	\$ 601
Country Village	2252 Hollowridge Drive	Orange City	32763	\$ 574
Fernwood Mobile Home Park	2701 Staghorn Court	DeLand	32724	\$ 474
Hawthorne Hills of DeLand	560 Hawthorne Drive	DeLand	32724	\$ 654
Hidden Hills Mobile Home Park	143 Oakleaf Circle	DeLand	32724	\$ 496
Hidden Valley Park	1101 Reynolds Road	De Leon Springs	32130	\$ 321
Highland Country Estates	23 Fleetwood	DeBary	32713	\$ 720
King's Lake	369 Kingslake Drive	DeBary	32713	\$ 590
Lake Helen Villa	711 Lemon Avenue	Lake Helen	32744	\$ 469
Land O' Lakes Mobile Home Court	1800 East Graves Avenue	Orange City	32763	\$ 496
Meadowlea Estates	1004 Overlook Drive	DeLand	32724	\$ 715
Orange Tree Village	880 Navel Orange Drive	Orange City	32763	\$ 526
Orangewood MHP	1 Orange Street	DeLand	32724	\$ 412
Raintree Village	199 Raintree Circle	DeLand	32724	\$ 588
The Oaks	400 Nut Tree Drive	DeLand	32724	\$ 590
Whisperwood Manufactured Home Park	3070 Whisper Boulevard	DeLand	32724	\$ 767



City of DeLand

"The Athens of Florida"
www.deland.org

120 South Florida Avenue
DeLand, Florida 32720
Telephone: (386) 626-7073

90-DAYS NOTICE OF LOT RENTAL AMOUNT INCREASE

To: Home Owners of the DeLand Municipal Mobile Home Park

FROM: City of DeLand

DATE: September 19, 2023

RE: Increase in Lot Rental Amount for DeLand Municipal Mobile Home Park

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (FAC), this serves as a 90-day notice of a lot rental amount increase for the DeLand Municipal Mobile Home Park. The lot rental increase will be effective January 1, 2024. On that date, the lot rental amount will increase as follows:

	Current Lot Rental Amount	Amount of Increase	New Lot Rental Amount
Base Lot Rental – 50' – 60' Trailers	\$250.00/mo.	\$25.00/mo.	\$275.00/mo.
Base Lot Rental – Less than 50' Trailers	\$250.00/mo.	\$25.00/mo.	\$275.00/mo.

The following homeowners are receiving notices of lot rental amount increases:

All home owners of the mobile home park.

If you wish to determine the names and addresses of the individuals who will be receiving notices of lot rental increases in addition to you, the City of DeLand shall make the names and addresses available upon request.

Sincerely,

Daniel A. Stauffer, Jr., CPA
Finance Director

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Amending Resolution No. 2023-53, Revising Fee and Charge Schedule re Solid Waste and Recycle Collection Services.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution, Solid Wast 23-24 CPI Adjustment - Exhibit A

APPROVED BY: Michael Pleus, City Manager, September 13, 2023

SUMMARY/HIGHLIGHT:

The City Commission adopted Resolution No. 2023-53, on August 7, 2023, for the purpose of implementing a CPI adjustment to the fees and charges relating to the solid waste and recycling contract and franchise agreement with GFL Solid Waste Southeast, LLC dated October 1, 2022. The City's utility billing staff was verifying the rates for input into the City's automated billing system when the utility billing staff discovered corrections that needed to be made to the rates to accurately reflect the 3.9% increase as indicated in Resolution No. 2023-53.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Hight Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no direct fiscal impact associated with the adoption of this resolution as it only corrects what was intended with Resolution 2023-53.

RECOMMENDATION:

It is recommended that the City Commission approve the amendment to Resolution No. 2023-53 revising the Fee and Charge schedule regarding solid waste and recycling collection services.

BACKGROUND/DISCUSSION:

On August 7, 2023, City Commission adopted Resolution No. 2023-53, for the purpose of implementing a CPI adjustment to the fees and charges relating to solid waste and recycling services provided to the public through the City's contract and franchise agreement with GFL Solid Waste Southeast, LLC dated October 1, 2022. Resolution No. 2023-53 provided for an across-the-board 3.9% rate increase to all fees and charges, which percentage increase is less than the actual increase in the CPI for the relevant time period; and

The adjusted rates will go into effect on October 1, 2023 and as the City's utility billing staff was verifying the rates for input into the City's automated billing system, the utility billing staff discovered corrections that need to be made to the rates to accurately reflect the 3.9% increase. There were mathematical errors in the

attachment (worksheet) attached to the resolution and missing items related to commercial accounts. The figures attached to this resolution have been verified by the City's utility billing staff.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING RESOLUTION NO. 2023-53 BY REVISING THE FEE AND CHARGE SCHEDULE PERTAINING TO SOLID WASTE AND RECYCLE COLLECTION SERVICES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, on August 7, 2023, City Commission adopted Resolution No. 2023-53, for the purpose of implementing a CPI adjustment to the fees and charges relating to solid waste and recycling services provided to the public through the City's contract and franchise agreement with GFL Solid Waste Southeast, LLC dated October 1, 2022; and

WHEREAS, the said Resolution No. 2023-53 provided for an across-the-board 3.9% rate increase to all fees and charges, which percentage increase is less than the actual increase in the CPI for the relevant time period; and

WHEREAS, the adjusted rates will go into effect on October 1, 2023 and as the City's utility billing staff was verifying the rates for input into the City's automated billing system, the utility billing staff discovered corrections that need to be made to the rates to accurately reflect the 3.9% increase; and

WHEREAS, the City Commission of City of DeLand finds that the adoption of this Resolution is in the best interest of its citizens and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, AS FOLLOWS:

Section 1. Legislative and Administrative Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Fee and Charge Schedule; Exhibit.

(a) The City Commission hereby replaces the Exhibit A of Resolution No. 2023-52, with the attached Exhibit A to this Resolution, which is incorporated herein by this reference thereto as if fully set forth herein verbatim, and the fees and charges in the attached Exhibit A are hereby authorized and directed to be collected in accordance with the provisions of Chapter 15 of the *Code of Ordinances of the City of DeLand, Florida* relating to solid waste and recycling collection services.

(b). This Resolution shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to fees and charges collected relative to solid waste and recycling services or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability.

If any Section or portions 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 7. Effective Date.

This Resolution shall become effective immediately upon its passage but the CPI adjustment with the rates set forth in the attached Exhibit A shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this 18th day of September, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

EXHIBIT A

Solid Waste & Recycle Collection Services / RFP-22-03

Price Form – FY23/24 CPI Adjustment = 3.9%. Effective 10-1-2023.

All prices will be fixed for the first year of the contract.

Service Description	Unit Price
Residential Service Collection Component •Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart) •Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin) •Once a week yard waste/trash collection, transport, and disposal (1 cubic yard or less) •Bulk Collection (Free service, two times per year)	\$ 15.54 Monthly Unit Price
Fuel Component •Fuel Component (Each Residential Service Unit)	\$ 1.05 Monthly Unit Price
Total Monthly Charges (Services Above)	\$ 16.59 Monthly Unit Price

Additional Costs

Service Description	Unit Price
Additional 64 or 96-gallon Cart	\$ 7.22 Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	\$ 80.26 Monthly/Cart
Apartments/Multi-family (served by carts)	\$ 20.33 Monthly/Unit
Residential Bulk Waste Collection (after 2 free pick-ups)	\$ 8.56 Each Item
Residential Yard Waste Special Pick-up (exceeding 1 cubic yard)	\$ \$20.93 Per Cubic Yard
Two (2) Community Document Shredding Events per year	\$ 0.00 Annual Cost

Commercial Service Collection Component

Container Size	Weekly Pick ups	Monthly Charges (Per cart provider)
96-gallon cart	1	\$ 21.40
96-gallon cart	2	\$ 42.80
96-gallon cart	3	\$ 64.20
96-gallon cart	4	\$ 85.60
96-gallon cart	5	\$ 107.00

Containerized (Uncompacted)

Non-Compacting	Weekly pick ups	Monthly Charge
2 yard	1	\$ 80.26
2 yard	2	\$ 160.52
2 yard	3	\$ 240.78
2 yard	4	\$ 321.04
2 yard	5	\$ 401.30
2 yard	6	\$ 481.56
2 yard	7	\$ 561.82
3 yard	1	\$ 136.94
3 yard	2	\$ 273.88
3 yard	3	\$ 410.82
3 yard	4	\$ 547.76
3 yard	5	\$ 684.70
3 yard	6	\$ 821.64
3 yard	7	\$ 958.58
4 yard	1	\$ 149.37
4 yard	2	\$ 298.74
4 yard	3	\$ 448.11
4 yard	4	\$ 597.48
4 yard	5	\$ 746.85
4 yard	6	\$ 896.22
4 yard	7	\$ 1,045.59
5 yard	1	\$ 162.92
5 yard	2	\$ 325.84
5 yard	3	\$ 488.76
5 yard	4	\$ 651.68
5 yard	5	\$ 814.60
5 yard	6	\$ 977.52
5 yard	7	\$ 1,140.44
6 yard	1	\$ 208.68
6 yard	2	\$ 417.36
6 yard	3	\$ 626.04
6 yard	4	\$ 834.72
6 yard	5	\$ 1,043.40
6 yard	6	\$ 1,252.08
6 yard	7	\$ 1,460.76
8 yard	1	\$ 278.24
8 yard	2	\$ 556.48
8 yard	3	\$ 834.72
8 yard	4	\$ 1,112.96
8 yard	5	\$ 1,391.20
8 yard	6	\$ 1,669.44
8 yard	7	\$ 1,947.68

Containerized (Compacted)

Non-Compacting	Weekly pick ups	Monthly Charge
2 yard	1	\$ 155.17
2 yard	2	\$ 310.34
2 yard	3	\$ 465.51
2 yard	4	\$ 620.68
2 yard	5	\$ 775.85
2 yard	6	\$ 931.02
2 yard	7	\$ 1,086.19
3 yard	1	\$ 211.38
3 yard	2	\$ 422.76
3 yard	3	\$ 634.14
3 yard	4	\$ 845.52
3 yard	5	\$ 1,056.90
3 yard	6	\$ 1,268.28
3 yard	7	\$ 1,479.66
4 yard	1	\$ 288.95
4 yard	2	\$ 577.90
4 yard	3	\$ 866.85
4 yard	4	\$ 1,155.80
4 yard	5	\$ 1,444.75
4 yard	6	\$ 1,733.70
4 yard	7	\$ 2,022.65
5 yard	1	\$ 292.58
5 yard	2	\$ 585.16
5 yard	3	\$ 877.74
5 yard	4	\$ 1,170.32
5 yard	5	\$ 1,462.90
5 yard	6	\$ 1,755.48
5 yard	7	\$ 2,048.06
6 yard	1	\$ 428.07
6 yard	2	\$ 856.14
6 yard	3	\$ 1,284.21
6 yard	4	\$ 1,712.28
6 yard	5	\$ 2,140.35
6 yard	6	\$ 2,568.42
6 yard	7	\$ 2,996.49
8 yard	1	\$ 397.95
8 yard	2	\$ 795.90
8 yard	3	\$ 1,193.85
8 yard	4	\$ 1,591.80
8 yard	5	\$ 1,989.75
8 yard	6	\$ 2,387.70
8 yard	7	\$ 2,785.65

Roll Off Container	20 yard	\$ 319.45
Per Pull Charge:	30 yard	\$ 319.45
	40 yard	\$ 319.45
	Compactors	\$ 347.81

Roll Off Compactor	10 yard	\$ 508.33
Monthly Rental/Lease:	20 yard	\$ 508.33
	30 yard	\$ 508.33
	40 yard	\$ 508.33

Delivery charge for all roll off type containers	\$	267.54

Additional charge for commercial containers:		
Wheels on containers (each)	\$	53.51
Locking bars and/or locks (each)	\$	80.26

CITY OF DELAND
Request for Commission Action
September 18, 2023

SUBJECT: Resolution Approving Cresswind, Phase 1 Final Plat, Located at East State Road 44.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, City Commission Plat

APPROVED BY: Michael Pleus, City Manager, September 13, 2023

SUMMARY/HIGHLIGHT:

The applicant, Strickland Smith – Heidt Design, is seeking approval to subdivide a 92.14-acre parcel into 155 single family residential lots, stormwater, perimeter buffer, open space tracts, tree protection areas, conservation, two lift stations, and right of way. On April 20, 2023 the Technical Review Committee recommended that the Phase I final plat be forwarded to the City Commission once all staff, legal, and surveyor comments have been addressed. The final plat in the City Commission packet is consistent with the Preliminary Plat and the outstanding TRC, legal, and surveyor comments have been addressed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Preliminary Plat allowing for construction of the subdivision was approved on November 15, 2021 and approval and the recording of the final plat will allow for the individual lots and homes to be entered into the City's tax revenue.

RECOMMENDATION:

It is recommended that the City Commission approve the final plat for Cresswind Phase 1.

BACKGROUND/DISCUSSION:

The applicant, Strickland Smith – Heidt Design, seeks to develop the subject property as Phase 1 (five total phases) of the Cresswind residential subdivision. This application is the final plat for the first phase of development within the Cresswind Planned Development. The Planned Development was approved on September 23, 2020 and the Preliminary Plat was approved on November 15, 2021. The Traffic Impact Analysis was evaluated in October of 2019 as part of the Preliminary Plat review. The Development Order was issued on April 4, 2022. School concurrency was not required as this is an age-restricted, over-55 community. Sales of the lots and homes cannot commence until the final plat is approved and recorded.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE FINAL SUBDIVISION PLAT FOR CRESSWIND,
PHASE I, LOCATED AT EAST STATE ROAD 44; AND PROVIDING FOR
A CONDITION AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Strickland Smith of Heidt Design, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for Cresswind, Phase 1, located at E. SR 44 (2751 E. New York Ave., Deland, Volusia 32724); and

WHEREAS, the applicant intends to develop the subject property into 155 single-family residential lots, on approximately 92.14 acres of property; and

WHEREAS, on April 20, 2023, the Technical Review Committee (TRC) recommended approval of the final subdivision plat for Cresswind, Phase 1.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
DELAND, FLORIDA:**

Section 1. The City Commission hereby approves the final subdivision plat for Cresswind, Phase 1, located at E. State Road 44 (2751 E. New York Ave., Deland, Volusia 32724) on the condition that the applicant shall comply with any and all comments from the City Surveyor, City Engineer, and City Attorney.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of September, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CRESSWIND DELAND PHASE 1 SHEET 1 OF 18

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING LOTS 4, 5 AND 9 AND A PARTIAL REPLAT OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 18 AND 28 THROUGH 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

CITY OF DELAND

- NOTES:
- 1) UNLESS OTHERWISE INDICATED, A STRIP OF LAND 10.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ABUTTING ROAD RIGHT-OF-WAYS IS HEREBY RESERVED FOR PUBLIC UTILITIES.
 - 2) ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
 - 3) PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES, ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

- 4) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 44, BEING S 89°58'54" W PER LEGAL DESCRIPTION CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8174, PAGE 106, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

- 5) THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CRESSWIND DELAND, RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS MAY BE SUPPLEMENTED FROM TIME TO TIME.

- 6) BUILDING SETBACKS ARE DEFINED IN THE CRESSWIND DELAND PLANNED DEVELOPMENT AGREEMENT ADOPTED SEPTEMBER 23, 2020, PURSUANT TO CITY OF DELAND, FLORIDA ORDINANCE 2020-019.

- 7) THE AMENITY TRACT AS SHOWN HEREON IS HEREBY RESERVED TO KH CW DELAND LLC. IT SUCCESSORS AND ASSIGNS FOR FUTURE RECREATION PURPOSES. A PORTION OF THE AMENITY TRACT IS SUBJECT TO A TREE PROTECTION AREA EASEMENT/NATURAL VEGETATION RETENTION AREA. SAID TREE PROTECTION AREA EASEMENT/NATURAL VEGETATION RETENTION AREA IS SUBJECT TO THE BUFFER REQUIREMENTS AND TREE PROTECTION LIMITATION IN THE CRESSWIND DELAND PLANNED DEVELOPMENT AGREEMENT ADOPTED SEPTEMBER 23, 2020, PURSUANT TO THE CITY OF DELAND, FLORIDA ORDINANCE 2020-19.

- 8) TRACT R-1 AS SHOWN HEREON HAS BEEN CONVEYED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR PRIVATE ROAD PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION. PORTIONS OF SAID TRACTS SHALL BE SUBJECT TO TREE PROTECTION AREA EASEMENTS/NATURAL VEGETATION RETENTION AREAS. SAID TREE PROTECTION AREA EASEMENTS/NATURAL VEGETATION RETENTION AREAS ARE SUBJECT TO THE TREE PROTECTION LIMITATION IN THE CRESSWIND DELAND PLANNED DEVELOPMENT AGREEMENT ADOPTED SEPTEMBER 23, 2020, PURSUANT TO THE CITY OF DELAND, FLORIDA ORDINANCE 2020-19.

- 9) DRAINAGE EASEMENTS AS SHOWN HEREON HAVE BEEN GRANTED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR DRAINAGE PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

- 10) TRACTS B, D, E, J, K, Q, R, S AND T AS SHOWN HEREON HAS BEEN CONVEYED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR CONSERVATION AREA PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

- 11) TRACTS A, C, F, G, H, L AND M AS SHOWN HEREON HAS BEEN CONVEYED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR OPEN SPACE AND COMMON AREA PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION. PORTIONS OF SAID TRACTS SHALL BE SUBJECT TO TREE PROTECTION AREA EASEMENTS/NATURAL VEGETATION RETENTION AREAS. SAID TREE PROTECTION AREA EASEMENTS/NATURAL VEGETATION RETENTION AREAS ARE SUBJECT TO THE TREE PROTECTION LIMITATION IN THE CRESSWIND DELAND PLANNED DEVELOPMENT AGREEMENT ADOPTED SEPTEMBER 23, 2020, PURSUANT TO THE CITY OF DELAND, FLORIDA ORDINANCE 2020-19.

- 12) TRACTS P-1, P-2, P-3, P-4 AND P-5 AS SHOWN HEREON HAS BEEN CONVEYED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR STORM WATER MANAGEMENT PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

- 13) TRACT CN-1 AS SHOWN HEREON HAS BEEN CONVEYED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR CONSERVATION AREA PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

- 14) TRACTS J, N AND P AS SHOWN HEREON HAS BEEN CONVEYED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR DRAINAGE, OPEN SPACE AND COMMON AREA PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION. PORTIONS OF SAID TRACTS SHALL BE SUBJECT TO TREE PROTECTION AREA EASEMENTS/NATURAL VEGETATION RETENTION AREAS. SAID TREE PROTECTION AREA EASEMENTS/NATURAL VEGETATION RETENTION AREAS ARE SUBJECT TO THE TREE PROTECTION LIMITATION IN THE CRESSWIND DELAND PLANNED DEVELOPMENT AGREEMENT ADOPTED SEPTEMBER 23, 2020, PURSUANT TO THE CITY OF DELAND, FLORIDA ORDINANCE 2020-19.

- 15) IRRIGATION EASEMENTS AS SHOWN HEREON HAVE BEEN GRANTED TO THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION, INC. FOR IRRIGATION PURPOSES AND SHALL BE MAINTAINED BY THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

- 16) THE TREE PROTECTION AREA EASEMENTS SHOWN HEREON ARE DESIGNATED NATURAL VEGETATION RETENTION AREAS, AND BEING DESIGNATED AS SUCH ARE SUBJECT TO SECTION 33-57.14 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. THE CRESSWIND DELAND HOMEOWNERS ASSOCIATION INC. HAS THE MAINTENANCE RESPONSIBILITIES FOR THE TREE PROTECTION AREA EASEMENTS. NO ALTERATION SHALL BE MADE IN THE NATURAL VEGETATION RETENTION AREAS (i.e. NO CLEARING OF ANY KIND, STRUCTURES, IMPERVIOUS SURFACE OF ANY KIND, TRENCHING FOR UTILITIES, MOWING, EDGING, CHANGING OF THE NATURAL GRADE, STOCKPILING OR STORAGE OF ANY MATERIALS, PLACING SOD OR IRRIGATION) WITHOUT THE EXPRESSED PERMISSION OF THE CITY FORESTER.

- 17) ALL LOT CORNERS AND CHANGES IN DIRECTION TO BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE SHOWN.

PROPERTY INFORMATION REPORT (FATIC FILE No: 7222-6331012, JULY 17, 2023)

SECTION E. UNDERLYING RIGHTS-OF-WAY, EASEMENTS OR PLATS AFFECTING PROPERTY:

- 1) ASSESSOR'S SUBDIVISION OF WINNEMISSETT, MAP BOOK 3, PAGE 20 - AFFECTS SUBJECT PROPERTY (LOTS SHOWN, NO OTHER PLOTTABLE MATTERS)
- 2) RIGHT-OF-WAY EASEMENT TO FLORIDA POWER & LIGHT COMPANY, DEED BOOK 203, PG 403 - AFFECTS SUBJECT PROPERTY (NOT PLOTTABLE) AFFECTS LOT 8, ASSESSOR'S SUBDIVISION OF WINNEMISSETT, MAP BOOK 3, PAGE 20, LYING 7' INSIDE THE RIGHT-OF-WAY OF STREET KNOWN AS ST. AUGUSTINE AVE, BEING ON THE WEST SIDE OF STREET, UNABLE TO DETERMINE EXACT LOCATION, NO DOCUMENTATION FOR ROAD RIGHT-OF-WAY.
- 3) FINAL JUDGEMENT FOR AN EASEMENT RIGHT OF WAY IN FAVOR OF HOUSTON TEXAS GAS AND OIL CORPORATION, ORB 432, PG 695, ENCROACHMENT AGREEMENT, ORB 5893, PG 1890 - AFFECTS SUBJECT PROPERTY (SHOWN HEREON)
- 4) EASEMENT TO FLORIDA POWER CORPORATION, ORB 3280, PG 868 - AFFECTS SUBJECT PROPERTY (SHOWN HEREON) SUBORDINATION OF UTILITY INTERESTS, ORB 4484, PG 3240, ORB 4556, PG 2265, ENCROACHMENT AGREEMENT, ORB 6059, PG 3416

- 5) EASEMENT TO FLORIDA POWER & LIGHT COMPANY, ORB 5963, PG 1407. - AFFECTS SUBJECT PROPERTY (SHOWN HEREON)

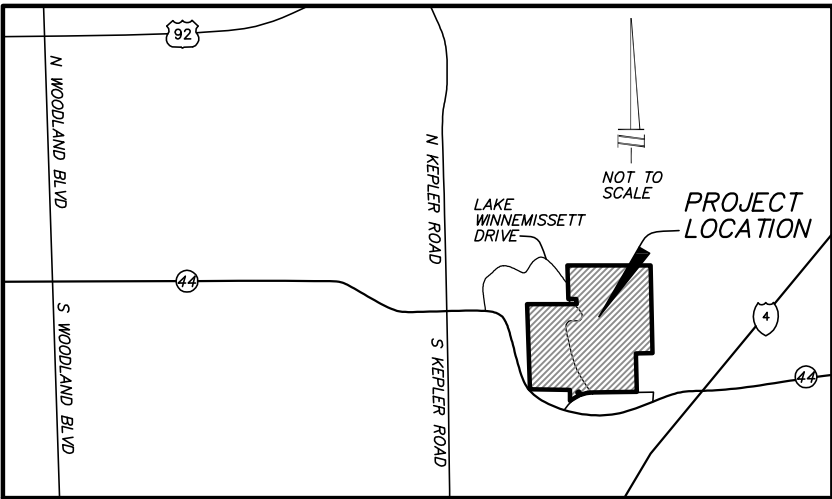
SECTION F. OTHER INFORMATION REGARDING SAID PROPERTY:

- 1) TERMS AND CONDITIONS FOR ORDINANCE NO. 2020-19 CHANGING ZONING TO CRESSWIND DELAND PLANNED DEVELOPMENT IN BOOK 7933, PAGE 3622 - AFFECTS SUBJECT PROPERTY (NOT PLOTTABLE)
- 2) DECLARATION OF PERPETUAL CONSERVATION EASEMENT AND RESTRICTIVE COVENANTS IN ORB 8174, PG 156. AFFECTS SUBJECT PROPERTY (NOT PLOTTABLE)
- 3) EASEMENT AGREEMENT IN ORB 8174, PG 170. AFFECTS SUBJECT PROPERTY (NOT PLOTTABLE)
- 4) RECORDED NOTICE OF ENVIRONMENTAL RESOURCE REPLY IN ORB 8241, PG 2713. AFFECTS SUBJECT PROPERTY (NOT PLOTTABLE)
- 5) NOTICE OF COMMENCEMENT (14 ITEMS) SEE PROPERTY INFORMATION REPORT FOR RECORDING INFORMATION.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY: (407) 869-5002
Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

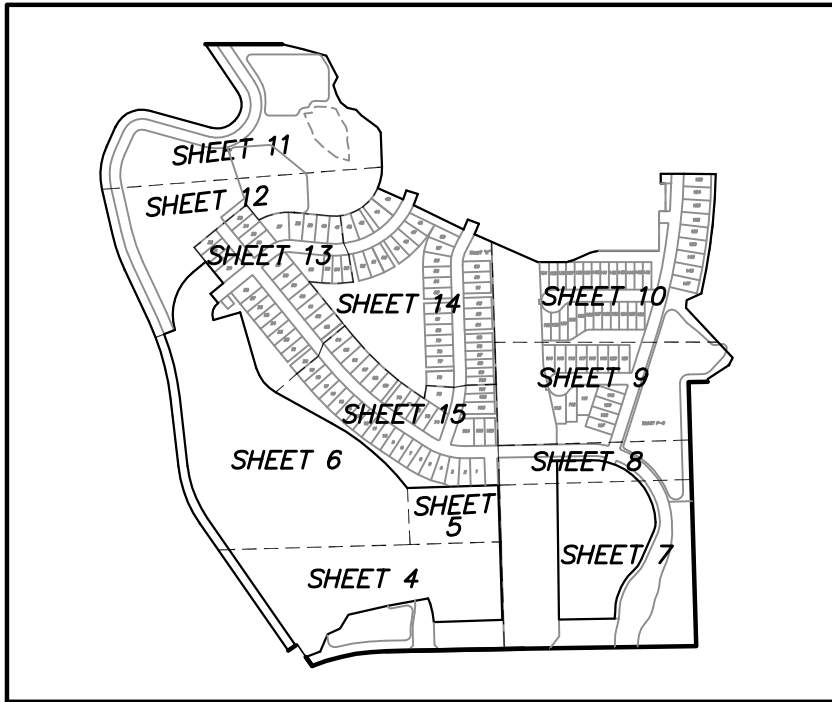
VICINITY MAP



SHEET INDEX:

SHEET 1 - COVER SHEET
SHEET 2 - LEGAL DESCRIPTION
SHEET 3 - BOUNDARY GEOMETRY
SHEETS 4 -15 - PLAT
SHEETS 16 -18 - TREE PROTECTION AREA EASEMENT DETAILS

KEY MAP



JOINDER & CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT EXECUTED BY KH CW DELAND LLC, IN FAVOR OF LAKE PARK ESTATE, LLC, RECORDED IN OFFICIAL RECORDS BOOK 8174, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED IN THIS PLAT AND AGREES THAT ITS FOREGOING DESCRIBED LIEN SHALL BE SUBORDINATED TO SAID DEDICATION.

LAKE PARK ESTATE, LLC

by: _____ title _____

signed, sealed and delivered in the presence of:

signature _____ printed name _____

signature _____ printed name _____

State of Florida, County of _____

the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 by _____, on behalf of said company. he/she is ☐ personally known to me or ☐ who has produced _____ as identification.

signature of notary public _____ affix notary stamp or seal

printed, typed or stamped notary name

notary public, state of _____

commission no.: _____

my commission expires: _____

LEGEND

- ☐ SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB6767" (UNLESS NOTED OTHERWISE)
- ☐ SET NAIL AND 1" BRASS DISK "PRM LB 6767" (UNLESS OTHERWISE NOTED)
- SET NAIL AND 1" BRASS DISC STAMPED "PCP LB6767" (UNLESS NOTED OTHERWISE)
- PCP PERMANENT CONTROL POINT
- FND FOUND
- PG. PAGE
- CCR CERTIFIED CORNER RECORD
- ORB OFFICIAL RECORDS BOOK
- CM CONCRETE MONUMENT
- PRM PERMANENT REFERENCE MONUMENT
- Δ CENTRAL ANGLE
- L ARC LENGTH
- R RADIUS
- CB CHORD BEARING
- CH CHORD LENGTH
- Q CENTERLINE
- R RADIAL
- NR NON-RADIAL
- RP RADIUS POINT
- PT POINT OF TANGENCY
- PC POINT OF CURVATURE
- PI POINT OF INTERSECTION
- POC POINT ON CURVE
- PRC POINT OF REVERSE CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- I.E. IRRIGATION EASEMENT
- LB LICENSED BUSINESS
- FSM PROFESSIONAL SURVEYOR & MAPPER
- RR RAILROAD
- T TOWNSHIP
- R RANGE
- SEC SECTION
- N/D NAIL AND 1" BRASS DISK
- N/T NON-TANGENT
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ESMT EASEMENT
- OS OPEN SPACE
- CA COMMON AREA
- TPAE TREE PROTECTION AREA EASEMENT
- OA OVERALL DIMENSION
- CHANGE IN DIRECTION
- CN CONSERVATION AREA

JOINDER & CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING EXECUTED BY KH CW DELAND LLC, IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION, RECORDED DECEMBER 21, 2021 IN OFFICIAL RECORDS BOOK 8175, PAGE 2606, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MODIFIED BY MORTGAGE SPREADING AND MODIFICATION AGREEMENT RECORDED AUGUST 3, 2022 IN OFFICIAL RECORDS BOOK 8292, PAGE 3728, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED IN THIS PLAT AND AGREES THAT ITS FOREGOING DESCRIBED LIENS SHALL BE SUBORDINATED TO SAID DEDICATION.

WELLS FARGO BANK, NATIONAL ASSOCIATION

by: _____ printed name _____ title _____

signed, sealed and delivered in the presence of:

signature _____ printed name _____

signature _____ printed name _____

State of Florida, County of _____

the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023 by _____, on behalf of said bank. he/she is ☐ personally known to me or ☐ who has produced _____ as identification.

signature of notary public _____ affix notary stamp or seal

printed, typed or stamped notary name

notary public, state of _____

commission no.: _____

my commission expires: _____

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

I hereby certify that all streets, utilities and other required improvements have been installed in an acceptable manner and according to city specifications and standards and all applicable regulations in the Cresswind Deland Phase 1, or that a guarantee of the installation of the required improvements in a manner according to section 33-147 of the city code has been received.

City Engineer _____ Date _____

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CRESSWIND DELAND PHASE 1 DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that KH CW Deland LLC, a Florida limited liability company, under the laws of the State of Florida, being the owner in fee simple of the lands described in the attached plat, entitled "Cresswind Deland Phase 1", located in Volusia County, Florida, hereby dedicates said lands for the uses and purposes therein expressed and dedicates the fee simple title to the 43.00' Lake Winnemissett Drive Right-of-Way Tract, dedicates and conveys Tract LS-1 (lift station #1) and Tract LS-2 (lift station #2) to the City of Deland, and conveys Tracts A, B, C, D, E, F, G, H, I, K, L, M, Q, R, S and T (open space and common area), Tracts J, N and P (drainage, open space and common area), Tract CN-1 (conservation area) Tracts P-1, P-2, P-3, P-4, P-5 (stormwater management) and Tract R-1 (private right-of-way) to the Cresswind Deland Home Owners Association, Inc., and conveys Tract P-14 (future drainage pond) and Amenity Tract (future recreation) to KH CW Deland LLC. An access easement over Tract R-1 is granted to all owners of any portion of the property, their respective successors, assigns, agents and invitees, and to Volusia County and the City of Deland as well as their respective employees and agents, for the performance of municipal and governmental functions reasonably necessary to provide for and protect the health and welfare of the property and owners thereof or residents thereon, as well as their agents and invitees including but not limited to police, fire and emergency medical services and dedicates the Utility Easements shown hereon to the perpetual use of the public. The Drainage Easements and Irrigation Easements shown hereon are granted to the Cresswind Deland Home Owners Association, Inc.

AND IN WITNESS WHEREOF, has caused these presents to be signed by the owners named below on _____

KH CW Deland LLC, a Florida Limited Liability Company
105 NE 1st Street
Delray Beach, FL 33444

By: _____ WITNESS: _____

Mark Bines, authorized signor (PRINT NAME) _____

STATE OF FLORIDA WITNESS: _____

County of _____ (PRINT NAME) _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2023 by Mark Bines, as authorized signor for KH CW Deland LLC, a Florida Limited Liability Company, on behalf of the company, ☐ who is personally known to me or ☐ who produced _____ as identification.

Signature of Notary Public _____ (AFFIX NOTARY SEAL)

Print Name of Notary Public _____

My Commission Expires: _____

Commission Number: _____

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Florida Registered Surveyor and Mapper, that the foregoing plat was prepared under my direction and supervision; that Permanent Reference Monuments will be placed before recording of this plat and that Permanent Control Points will be placed as required by all State and Local Regulations and that this plat complies with all of the survey requirements of Chapter 177, Florida Statutes. The land described hereon lies in Section 13, Township 17 South, Range 30 East and Section 18, Township 17 South, Range 31 East, City of Deland, Volusia County, Florida.

Date: _____ Signed: _____

Associated Land Surveying
& Mapping, Inc.
1681 Powell Street
Longwood, FL 32750
Certificate of Authorization No. LB 6767

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

The Deland City Commission does hereby approve the final plat of:

CRESSWIND DELAND PHASE 1

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

I HEREBY CERTIFY that this plat has been reviewed for conformity to the requirements of Chapter 177, Part 1, of Florida Statutes. No confirmation of mathematical closure or the placement of PRM's and PCP's in the field was made in this review.

For the Firm by:

CPH, LLC LB#7143 By: Randall L. Roberts, R.L.S. Date: _____
500 West Fulton Street Florida Registration Number 3144
Sanford, FL 32771 State of Florida

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____

Clerk of the Circuit Court in and for Volusia County, Florida File Number _____

CRESSWIND DELAND PHASE 1

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATting LOTS 4, 5 AND 9 AND A PARTIAL REPLAT OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 18 AND 28 THROUGH 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA CITY OF DELAND

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SHEET 2 OF 18

LEGAL DESCRIPTION

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, DELAND, VOLUSIA COUNTY, FLORIDA, AND ALL OF LOTS 4, 5 AND 9, A PORTION OF LOTS 1, 3, 6, 7, 8, 10 THROUGH 18 AND A PORTION OF LOTS 28 THROUGH 31, PLAT OF THE ASSESSOR'S SUBDIVISION OF WINNEMISSETT, AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN S 88°56'01" E, A DISTANCE OF 1285.28 FEET; THENCE RUN S 00°00'35" W, A DISTANCE OF 355.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44 ACCORDING TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 79020-2545; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING FIVE (5) COURSES: (1) RUN N 57°25'09" E, A DISTANCE OF 215.16 FEET; (2) TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 995.42 FEET, AN INCLUDED ANGLE OF 07°39'53", A CHORD BEARING OF N 61°14'48" E AND A CHORD DISTANCE OF 133.06 FEET, RUN 133.16 FEET ALONG THE ARC OF SAID CURVE TO A POINT; (3) THENCE RUN N 34°47'32" W, A DISTANCE OF 110.43 FEET; (4) THENCE RUN N 55°12'24" E, A DISTANCE OF 8.51 FEET TO THE POINT OF BEGINNING; (5) THENCE CONTINUE N 55°12'24" E, A DISTANCE OF 43.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN N 34°47'32" W, A DISTANCE OF 725.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 539.49 FEET, AN INCLUDED ANGLE OF 28°14'43", A CHORD BEARING OF N 20°40'11" W AND A CHORD DISTANCE OF 263.27 FEET, RUN 265.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 06°32'49" W, A DISTANCE OF 323.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1200.00 FEET, AN INCLUDED ANGLE OF 14°32'23", A CHORD BEARING OF N 13°49'01" W AND A CHORD DISTANCE OF 303.70 FEET, RUN 304.52 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 68°54'48" E, A DISTANCE OF 54.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 256.00 FEET, AN INCLUDED ANGLE OF 6°70'54", A CHORD BEARING OF N 17°16'53" E AND A CHORD DISTANCE OF 283.08 FEET, RUN 299.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 50°50'50" E, A DISTANCE OF 77.86 FEET; THENCE RUN S 39°09'10" E, A DISTANCE OF 130.00 FEET; THENCE RUN S 50°50'50" W, A DISTANCE OF 72.86 FEET; THENCE RUN S 39°09'10" E, A DISTANCE OF 56.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 70.00 FEET, AN INCLUDED ANGLE OF 6°70'54", A CHORD BEARING OF S 17°16'53" W AND A CHORD DISTANCE OF 77.41 FEET, RUN 82.02 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 16°17'04" E, A DISTANCE OF 6.67 FEET; THENCE RUN N 73°42'56" E, A DISTANCE OF 130.00 FEET; THENCE RUN S 16°17'04" E, A DISTANCE OF 270.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 192.00 FEET, AN INCLUDED ANGLE OF 44°43'45", A CHORD BEARING OF S 38°38'56" E AND A CHORD DISTANCE OF 146.11 FEET, RUN 149.89 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE S 61°00'48" E, A DISTANCE OF 300.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1158.00 FEET, AN INCLUDED ANGLE OF 23°12'39", A CHORD BEARING OF S 49°24'29" E AND A CHORD DISTANCE OF 485.91 FEET, RUN 469.11 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 88°13'45" E, A DISTANCE OF 425.67 FEET; THENCE RUN S 01°46'15" E, A DISTANCE OF 632.00 FEET; THENCE RUN S 88°13'45" W, A DISTANCE OF 321.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 16°33'34", A CHORD BEARING OF N 10°55'55" W AND A CHORD DISTANCE OF 86.40 FEET, RUN 86.71 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 19°12'42" W, A DISTANCE OF 28.46 FEET; THENCE RUN S 79°23'18" W, A DISTANCE OF 192.83 FEET; THENCE RUN S 77°06'54" W, A DISTANCE OF 188.55 FEET; THENCE RUN S 31°06'55" W, A DISTANCE OF 75.48 FEET; THENCE RUN S 65°26'54" W, A DISTANCE OF 65.39 FEET; THENCE RUN S 22°33'27" W, A DISTANCE OF 86.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1045.42 FEET, AN INCLUDED ANGLE OF 03°57'26", A CHORD BEARING OF S 69°56'10" W AND A CHORD DISTANCE OF 72.19 FEET, RUN 72.20 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, (1) S 34°47'32" E, A DISTANCE OF 51.33 FEET; (2) TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 995.42 FEET, AN INCLUDED ANGLE OF 20°22'00", A CHORD BEARING OF N 78°47'34" E AND A CHORD DISTANCE OF 351.98 FEET, RUN 353.84 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; (3) THENCE RUN N 88°58'34" E, A DISTANCE OF 644.57 FEET; (4) THENCE RUN N 89°08'34" E, A DISTANCE OF 810.31 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE WEST LINE OF THE EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE RUN N 01°41'54" W, A DISTANCE OF 1238.51 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID EAST 545 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 RUN N 89°30'33" E, A DISTANCE OF 90.80 FEET; THENCE DEPARTING SAID NORTH LINE RUN N 00°29'27" W, A DISTANCE OF 12.94 FEET; THENCE RUN N 56°12'52" E, A DISTANCE OF 118.47 FEET; THENCE RUN N 29°18'35" E, A DISTANCE OF 38.58 FEET; THENCE RUN N 43°09'02" W, A DISTANCE OF 320.47 FEET; THENCE RUN N 03°30'44" E, A DISTANCE OF 35.58 FEET; THENCE RUN N 65°05'13" E, A DISTANCE OF 75.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2628.00 FEET, AN INCLUDED ANGLE OF 12°18'56", A CHORD BEARING OF N 06°51'32" E AND A CHORD DISTANCE OF 563.80 FEET, RUN 564.88 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 89°17°56" W, A DISTANCE OF 150.00 FEET; THENCE RUN S 69°40'13" W, A DISTANCE OF 107.05 FEET; THENCE RUN S 00°00'01" W, A DISTANCE OF 45.48 FEET; THENCE RUN S 89°59'59" E, A DISTANCE OF 22.20 FEET; THENCE RUN S 00°00'01" W, A DISTANCE OF 130.00 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 30.54 FEET; THENCE RUN S 00°00'01" W, A DISTANCE OF 186.00 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 282.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 100.00 FEET, AN INCLUDED ANGLE OF 23°47'27", A CHORD BEARING OF S 78°06'17" W AND A CHORD DISTANCE OF 41.23 FEET, RUN 41.52 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 66°12'34" W, A DISTANCE OF 82.17 FEET; THENCE RUN S 73°37'56" W, A DISTANCE OF 36.75 FEET; THENCE RUN N 89°59'59" W, A DISTANCE OF 134.76 FEET; THENCE RUN N 66°19'28" W, A DISTANCE OF 324.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 724.00 FEET, AN INCLUDED ANGLE OF 04°11'24", A CHORD BEARING OF N 22°57'57" E AND A CHORD DISTANCE OF 52.93 FEET, RUN 52.95 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 69°07'45" W, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 668.00 FEET, AN INCLUDED ANGLE OF 04°18'22", A CHORD BEARING OF S 23°01'26" W AND A CHORD DISTANCE OF 50.19 FEET, RUN 50.21 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 64°07'26" W, A DISTANCE OF 260.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 408.00 FEET, AN INCLUDED ANGLE OF 07°53'49", CHORD BEARING OF N 20°47'00" E AND A CHORD DISTANCE OF 56.19 FEET, RUN 56.23 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 73°09'55" W, A DISTANCE OF 56.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 352.00 FEET, AN INCLUDED ANGLE OF 07°17'29", A CHORD BEARING OF S 20°28'50" W AND A CHORD DISTANCE OF 44.77 FEET, RUN 44.80 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN N 65°52'26" W, A DISTANCE OF 130.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 222.00 FEET, AN INCLUDED ANGLE OF 26°15'50", A CHORD BEARING OF N 10°59'39" E AND A CHORD DISTANCE OF 100.87 FEET, RUN 101.76 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 02°08'16" W, A DISTANCE OF 161.50 FEET; THENCE RUN N 28°39'29" W, A DISTANCE OF 28.23 FEET; THENCE RUN N 54°06'34" W, A DISTANCE OF 95.89 FEET; THENCE RUN N 41°16'10" W, A DISTANCE OF 35.28 FEET; THENCE RUN N 79°08'33" W, A DISTANCE OF 40.73 FEET; THENCE RUN N 50°43'50" W, A DISTANCE OF 42.26 FEET; THENCE RUN N 26°10'40" W, A DISTANCE OF 41.40 FEET; THENCE RUN N 19°37'01" W, A DISTANCE OF 46.29 FEET; THENCE RUN N 28°32'25" E, A DISTANCE OF 41.97 FEET; THENCE RUN N 27°39'46" W, A DISTANCE OF 114.33 FEET; THENCE RUN N 74°41'51" W, A DISTANCE OF 109.87 FEET; THENCE RUN N 76°39'19" W, A DISTANCE OF 103.70 FEET; THENCE RUN S 89°57'59" W, A DISTANCE OF 360.48 FEET; THENCE RUN S 34°08'13" E, A DISTANCE OF 272.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 102.00 FEET, AN INCLUDED ANGLE OF 80°47'59", A CHORD BEARING OF S 06°15'45" W AND A CHORD DISTANCE OF 132.22 FEET, RUN 143.84 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 46°39'44" W, A DISTANCE OF 11.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 107.00 FEET, AN INCLUDED ANGLE OF 58°44'47", A CHORD BEARING OF S 76°02'08" W AND A CHORD DISTANCE OF 104.97 FEET, RUN 109.71 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 74°35'29" W, A DISTANCE OF 299.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 136.00 FEET, AN INCLUDED ANGLE OF 81°02'00", A CHORD BEARING OF S 64°53'31" W AND A CHORD DISTANCE OF 176.71 FEET, RUN 192.34 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 24°22'31" W, A DISTANCE OF 104.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 313.00 FEET, AN INCLUDED ANGLE OF 37°14'52", A CHORD BEARING OF S 05°45'05" W AND A CHORD DISTANCE OF 199.92 FEET, RUN 203.48 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 12°52'21" E, A DISTANCE OF 211.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 850.00 FEET, AN INCLUDED ANGLE OF 12°12'11", A CHORD BEARING OF S 18°58'26" E AND A CHORD DISTANCE OF 180.69 FEET, RUN 181.03 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 25°04'31" E, A DISTANCE OF 267.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1157.00 FEET, AN INCLUDED ANGLE OF 18°31'42", A CHORD BEARING OF S 15°48'40" E AND A CHORD DISTANCE OF 372.52 FEET, RUN 374.15 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 06°32'49" E, A DISTANCE OF 323.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 582.49 FEET, AN INCLUDED ANGLE OF 28°14'43", A CHORD BEARING OF S 20°40'11" E AND A CHORD DISTANCE OF 284.25 FEET, RUN 287.15 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 34°47'32" E, A DISTANCE OF 725.51 FEET TO THE POINT OF BEGINNING.

LESS:

A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 ACCORDING TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION No. 79020-2545 AND THE WEST LINE OF THE EAST 545.00 FEET OF THE SOUTH 7/8 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN S 89°08'34" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 686.32 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN N 37°57'56" E, A DISTANCE OF 71.73 FEET; THENCE RUN N 00°43'04" W, A DISTANCE OF 79.11 FEET TO THE POINT OF BEGINNING; THENCE RUN N 00°43'04" W, A DISTANCE OF 743.52 FEET; THENCE RUN N 88°58'34" E, A DISTANCE OF 155.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 302.00 FEET, AN INCLUDED ANGLE OF 88°50'11", A CHORD BEARING OF S 46°36'20" E AND A CHORD DISTANCE OF 422.73 FEET, RUN 468.25 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 88.10 FEET, AN INCLUDED ANGLE OF 25°58'59", A CHORD BEARING OF S 10°48'15" W AND A CHORD DISTANCE OF 39.61 FEET, RUN 39.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 23°47'44" W, A DISTANCE OF 149.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 162.00 FEET, AN INCLUDED ANGLE OF 24°35'12", A CHORD BEARING OF S 36°05'20" W AND A CHORD DISTANCE OF 68.98 FEET, RUN 69.52 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING RADIUS OF 213.00 FEET, AN INCLUDED ANGLE OF 24°35'12", A CHORD BEARING OF S 36°05'20" W AND A CHORD DISTANCE OF 90.70 FEET; RUN 91.40 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 23°47'44" W, A DISTANCE OF 25.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 213.00 FEET, AN INCLUDED ANGLE OF 23°06'13", A CHORD BEARING OF S 12°14'38" W AND A CHORD DISTANCE OF 85.31 FEET, RUN 85.89 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 00°08'11" E, A DISTANCE OF 6.16 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 212.00 FEET, AN INCLUDED ANGLE OF 09°20'49", A CHORD BEARING OF S 03°42'32" W AND A CHORD DISTANCE OF 34.55 FEET, RUN 34.58 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S 89°08'34" W, A DISTANCE OF 260.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 92.14 ACRES, MORE OR LESS.

PREPARED BY:
— Associated Land Surveying & Mapping, Inc. —
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

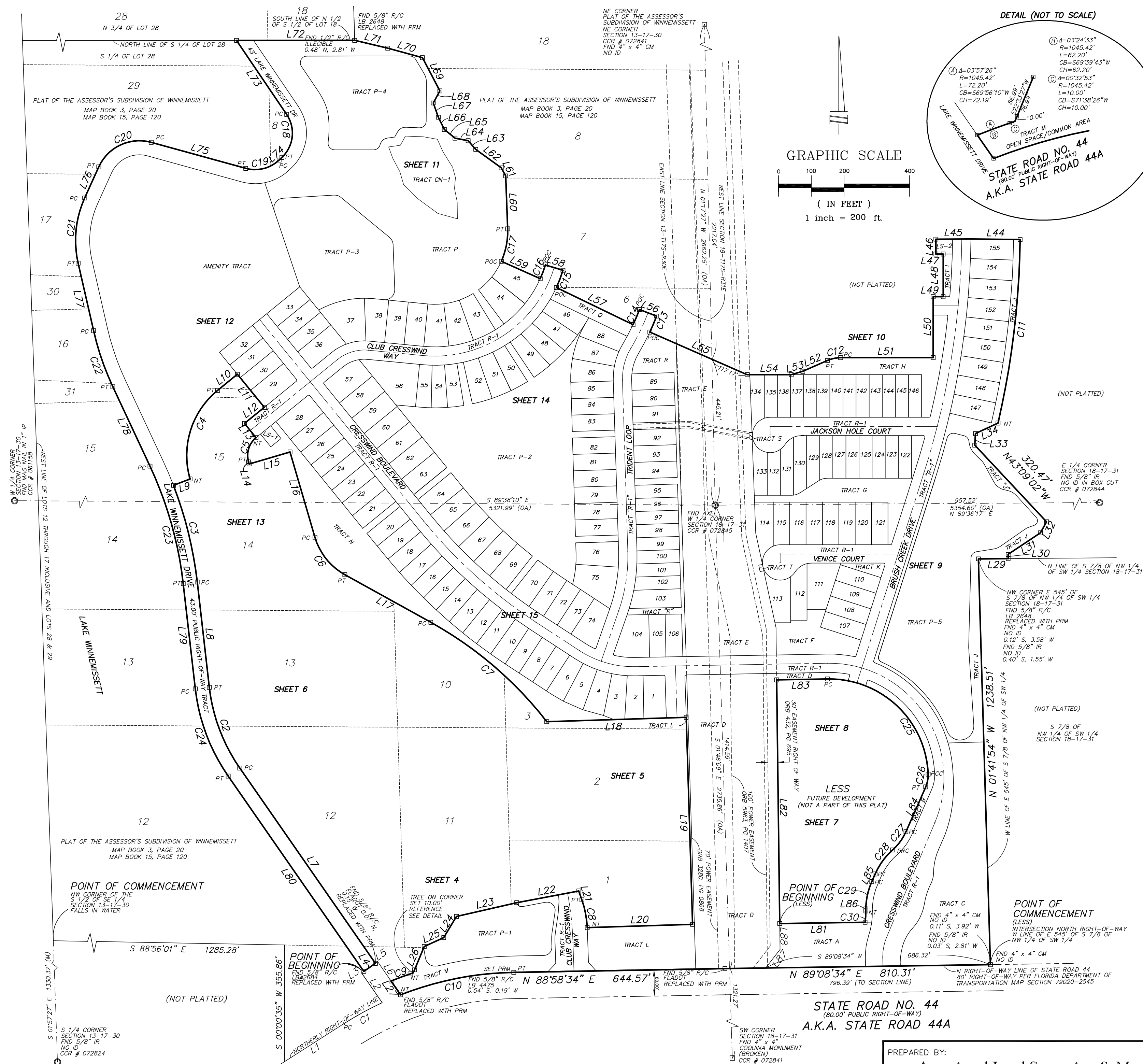
(407) 869-5002

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MAP
BOOK

SHEET 3 OF 18

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N57°28'09"E	215.16'
L2	N34°47'32"W	110.43'
L3	N55°12'24"E	8.91'
L4	N55°12'24"E	8.91'
L5	N55°12'24"E	8.91'
L6	N34°47'32"W	71.46'
L7	N34°47'32"W	725.51'
L8	N06°32'49"W	32.43'
L9	N68°54'48"E	54.27'
L10	N68°54'50"E	77.86'
L11	S39°09'10"E	130.00'
L12	S50°50'50"W	77.86'
L13	S39°09'10"E	56.00'
L14	S167°04'10"E	6.67'
L15	N73°46'56"E	130.00'
L16	S167°04'10"E	30.00'
L17	N87°10'48"E	203.87'
L18	N88°13'45"E	425.63'
L19	S07°46'15"E	632.00'
L20	S88°13'45"W	321.66'
L21	N19°12'42"W	28.46'
L22	S79°23'18"W	196.83'
L23	S79°23'18"W	16.94'
L24	S31°06'55"W	55.48'
L25	S65°26'54"W	65.39'
L26	S22°33'27"W	86.99'
L27	S14°47'32"W	51.33'
L28	N69°30'33"E	90.80'
L29	S29°29'27"W	16.94'
L30	N55°12'24"E	118.47'
L31	S29°18'35"E	35.58'
L32	N27°30'44"E	35.58'
L33	N65°05'13"E	75.96'
L34	N89°17'56"W	150.00'
L35	S89°40'17"W	107.05'
L36	S72°00'01"W	45.46'
L37	S89°59'59"E	22.22'
L38	S00°00'01"W	130.00'
L39	S89°59'59"W	30.54'
L40	S00°00'01"W	186.00'
L41	S89°59'59"W	282.33'
L42	S66°12'34"W	62.17'
L43	S72°00'01"W	45.46'
L44	S89°59'59"W	134.76'

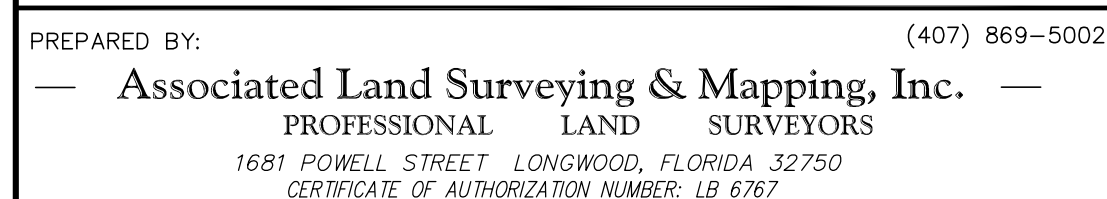
LINE	BEARING	LENGTH
L55	N66°19'28"W	324.00'
L56	N69°07'45"E	56.00'
L57	N60°14'26"W	260.03'
L58	N47°10'59"E	56.00'
L59	N65°52'26"E	131.00'
L60	N02°08'16"W	160.50'
L61	N28°39'29"W	28.23'
L62	N54°06'34"E	95.89'
L63	N41°16'10"E	35.28'
L64	N79°08'33"E	40.73'
L65	N68°15'50"W	42.26'
L66	N26°10'40"E	46.29'
L67	N19°37'01"W	46.29'
L68	N28°32'25"E	41.93'
L69	N27°39'46"E	114.33'
L70	N74°41'51"E	109.87'
L71	N76°39'19"E	103.70'
L72	S89°12'25"E	360.48'
L73	S48°13'37"E	212.56'
L74	S46°39'41"E	11.77'
L75	N74°35'29"W	299.22'
L76	S24°22'31"E	104.15'
L77	S12°52'21"E	211.61'
L78	S25°04'13"E	267.45'
L79	S06°32'49"E	323.45'
L80	S34°10'51"E	272.45'
L81	S40°13'34"E	260.62'
L82	N00°43'04"W	74.35'
L83	N88°58'34"E	155.08'
L84	S27°34'44"W	149.35'
L85	S27°34'44"W	25.47'
L86	S00°08'17"E	6.16'
L87	N00°10'56"E	7.16'
L88	N00°10'04"W	79.11'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	07°39'53"	995.42'	133.16'	N61°14'48"E	133.06'
C2	28°14'43"	539.49'	265.95'	N20°40'11"W	263.32'
C3	14°32'23"	1200.00'	304.52'	N13°49'01"W	303.70'
C4	67°07'54"	256.00'	299.95'	N17°16'53"E	283.08'
C5	67°07'54"	70.00'	82.02'	S17°16'53"E	77.41'
C6	44°43'45"	192.00'	149.89'	S38°38'56"E	146.11'
C7	23°12'39"	1158.00'	469.81'	S49°24'29"E	465.91'
C8	16°33'34"	300.00'	86.71'	N10°55'55"W	86.40'
C9	03°57'26"	1045.42'	72.20'	S69°56'10"W	72.19'
C10	20°22'00"	995.42'	353.84'	N78°47'34"E	351.98'
C11	12°18'56"	2628.00'	564.88'	N06°51'32"E	563.80'
C12	23°47'12"	100.00'	45.21'	S78°06'37"W	41.23'
C13	04°14'24"	813.00'	50.25'	N20°52'05"E	50.19'
C14	04°18'22"	668.00'	50.21'	S23°01'26"W	50.19'
C15	07°53'49"	408.00'	56.23'	N20°47'00"E	56.19'
C16	07°17'29"	352.00'	44.80'	S20°28'50"W	44.72'
C17	26°15'50"	102.00'	101.76'	N10°59'39"E	100.87'
C18	80°47'57"	222.00'	143.84'	S06°15'45"E	132.22'
C19	59°44'47"	167.00'	109.71'	S76°02'58"W	106.71'
C20	81°02'00"	103.00'	192.34'	S64°53'31"W	174.77'
C21	37°14'52"	313.00'	203.48'	N20°40'11"W	199.92'
C22	12°12'11"	850.00'	181.03'	S18°58'26"E	180.69'
C23	18°31'42"	1157.00'	374.15'	S15°48'40"E	372.52'
C24	28°14'43"	582.49'	287.15'	S20°40'11"E	284.25'
C25	88°50'11"	302.00'	468.25'	S46°36'20"E	422.73'
C26	25°58'59"	88.10'	39.95'	N10°48'15"W	39.61'
C27	24°35'12"	162.00'	69.52'	S36°05'20"W	68.98'
C28	12°12'11"	133.00'	82.02'	S38°38'56"E	80.31'
C29	23°06'13"	213.00'	85.89'	S17°16'53"E	85.70'
C30	09°20'49"	212.00'	34.58'	S04°34'32"W	34.55'

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 — Associated Land Surveying & Mapping, Inc. —
 PROFESSIONAL LAND SURVEYORS
 1681 POWELL STREET LONGWOOD, FLORIDA 32750
 CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

MAP	PAGE
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SHEET 4 OF 18



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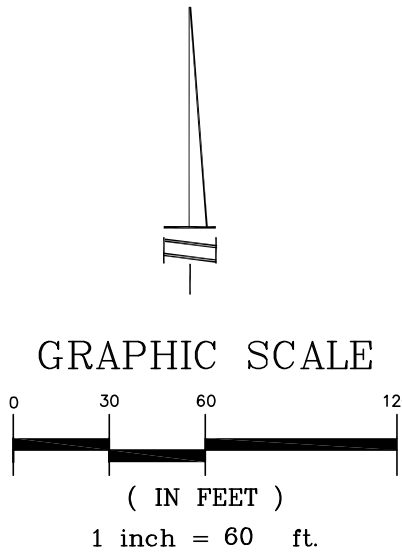
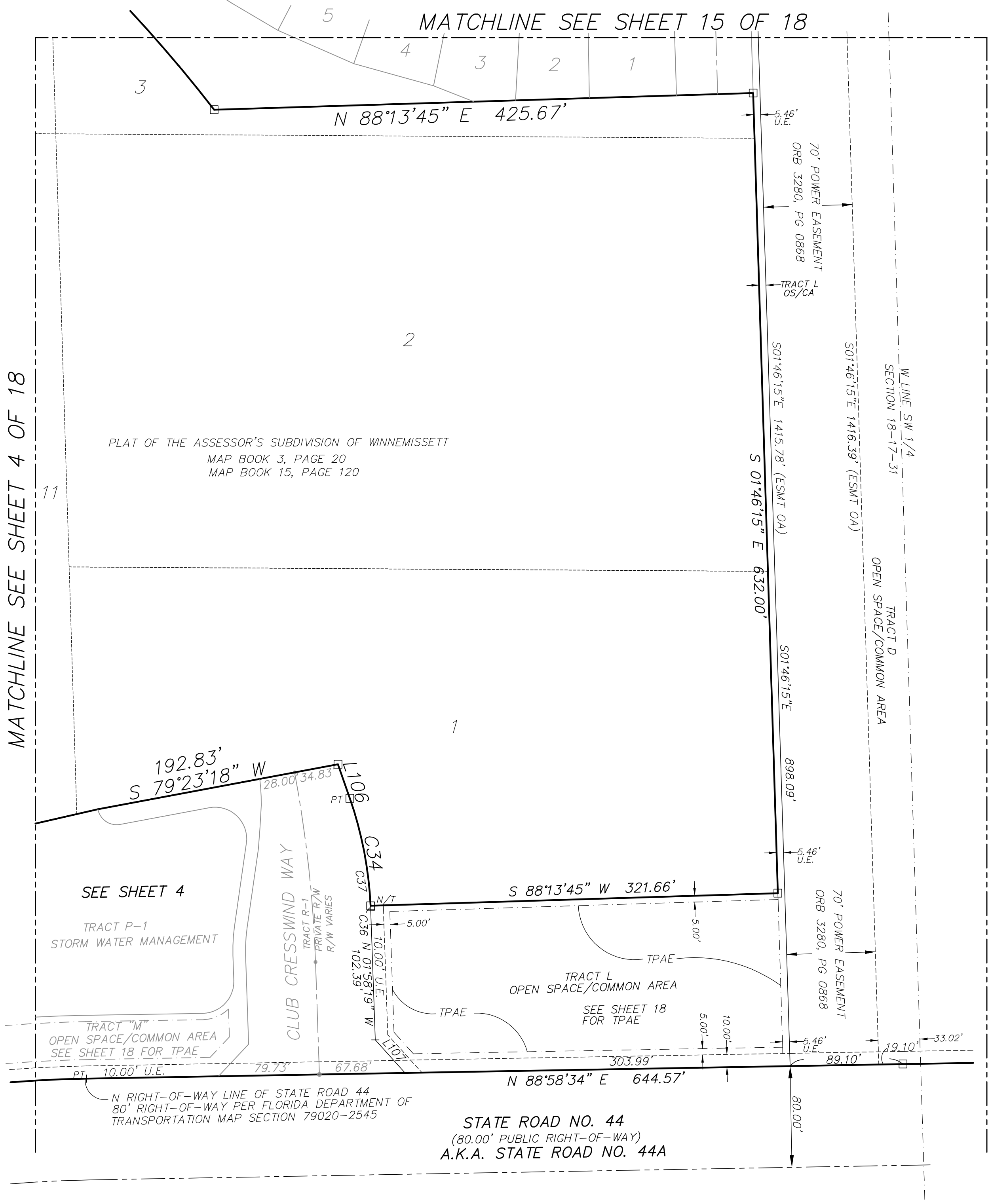
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CITY OF DELAND

MAP
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PAGE

SHEET 5 OF 18



LINE TABLE		
LINE	BEARING	LENGTH
L106	N19°12'42"W	28.46'
L107	S42°06'14"E	35.17'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C34	16°33'34"	300.00'	86.71'	N10°55'55"W	86.40'
C36	00°40'49"	300.00'	3.56'	N02°18'44"W	3.56'
C37	17°14'23"	300.00'	90.27'	N10°35'31"W	89.93'

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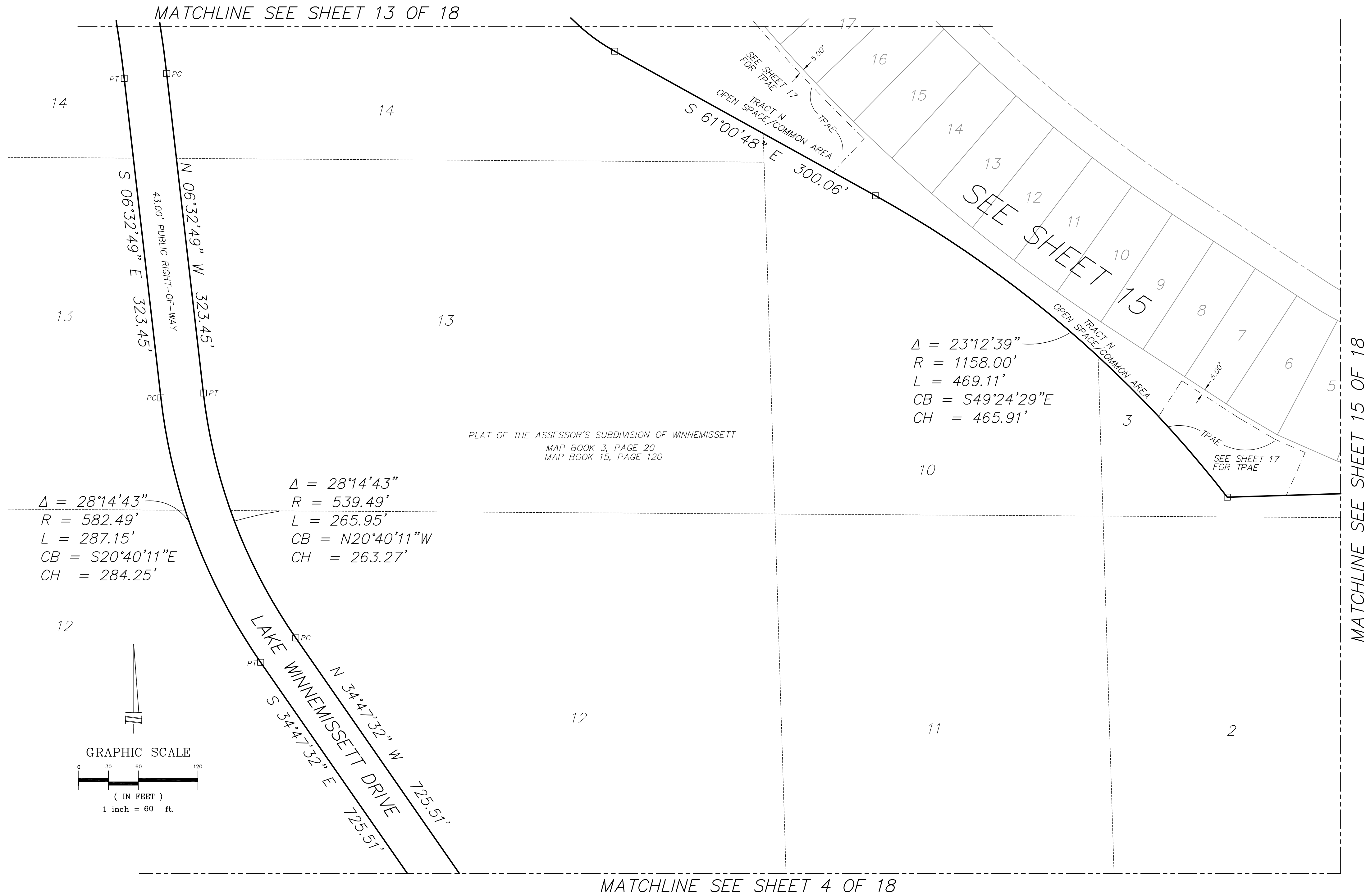
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SHEET 6 OF 18



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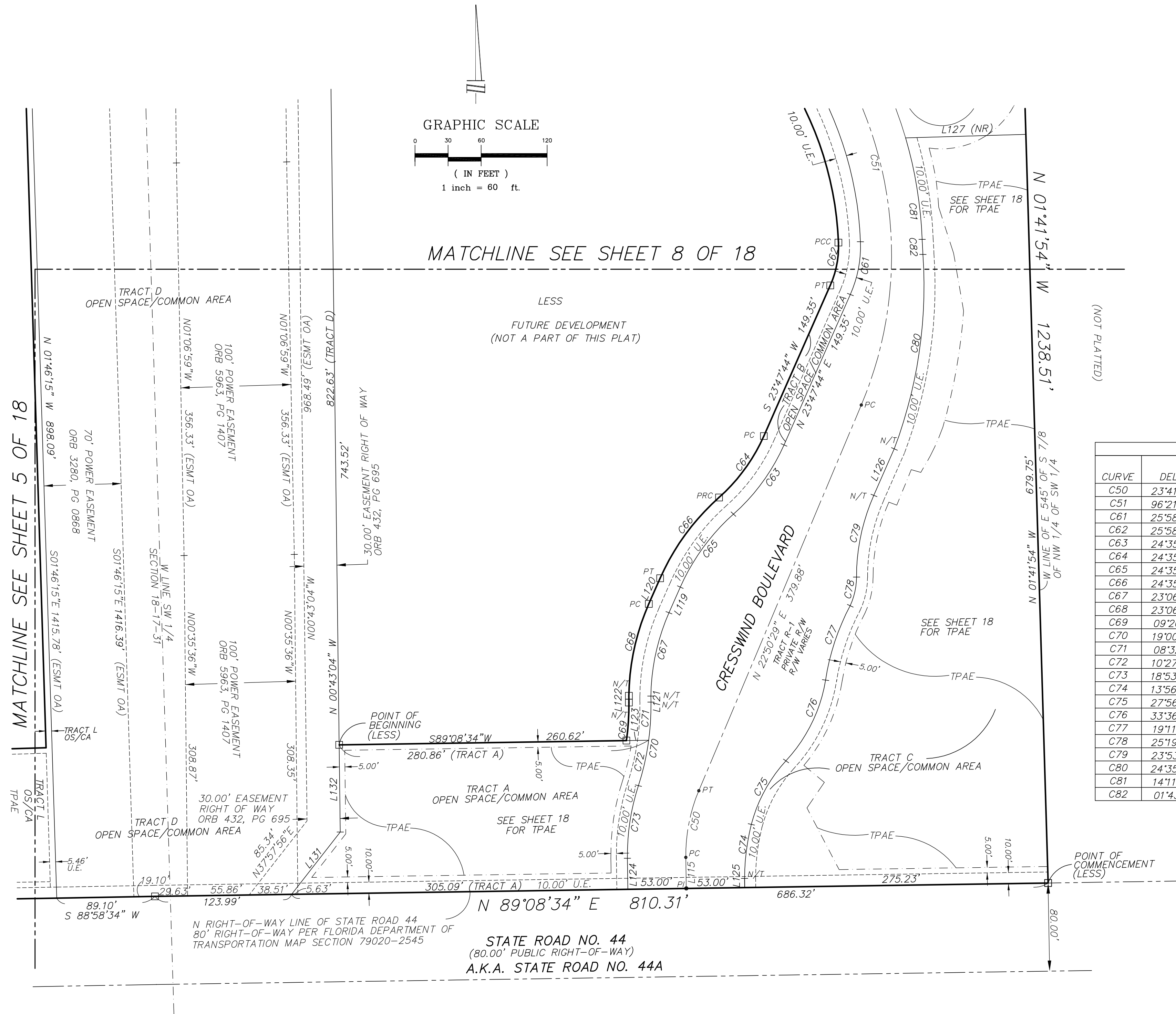
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MAP
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PAGE

SHEET 7 OF 18



LINE TABLE		
LINE	BEARING	LENGTH
L115	N00°51'26\"W	28.17'
L119	S23°47'44\"W	25.47'
L120	S23°47'44\"W	25.47'
L121	S00°08'11\"E	5.58'
L122	S00°08'11\"E	6.16'
L123	S89°08'34\"W	20.24'
L124	S00°51'26\"E	28.17'
L125	S00°51'26\"E	8.28'
L126	S23°41'01\"W	46.27'
L127	N88°18'06\"E	109.19'
L131	N37°57'56\"E	71.73'
L132	N00°43'04\"W	79.11'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C50	23°41'55\"	150.00'	62.04'	S10°59'32\"W	61.60'
C51	96°21'49\"	350.00'	588.65'	N25°20'25\"W	521.68'
C61	25°58'59\"	108.10'	49.02'	N10°48'15\"E	48.60'
C62	25°58'59\"	88.10'	39.95'	S10°48'15\"W	39.61'
C63	24°35'12\"	182.00'	78.10'	N36°05'20\"E	77.50'
C64	24°35'12\"	162.00'	69.52'	S36°05'20\"W	68.98'
C65	24°35'12\"	193.00'	82.82'	S36°05'20\"W	82.19'
C66	24°35'12\"	213.00'	91.40'	S36°05'20\"W	90.70'
C67	23°06'13\"	193.00'	77.82'	S12°14'38\"W	77.30'
C68	23°06'13\"	213.00'	85.89'	S12°14'38\"W	85.31'
C69	09°20'49\"	212.00'	34.58'	S03°42'32\"W	34.55'
C70	19°00'11\"	232.00'	76.95'	N08°32'13\"E	76.59'
C71	08°32'40\"	232.00'	34.60'	N03°18'27\"E	34.57'
C72	10°27'31\"	232.00'	42.35'	N12°48'33\"E	42.29'
C73	18°53'44\"	203.00'	66.95'	S08°35'26\"W	66.64'
C74	13°56'24\"	203.46'	49.50'	S07°07'08\"W	49.38'
C75	27°56'23\"	136.11'	66.37'	S28°32'08\"W	65.72'
C76	33°36'05\"	141.17'	82.79'	N26°08'15\"E	81.61'
C77	19°11'18\"	213.74'	71.58'	S18°18'26\"W	71.25'
C78	25°19'08\"	60.40'	26.69'	N12°24'11\"E	26.47'
C79	23°53'10\"	182.91'	76.25'	S11°57'00\"W	75.70'
C80	24°35'37\"	418.56'	179.66'	N08°23'31\"E	178.29'
C81	14°11'01\"	378.00'	93.57'	N09°16'44\"W	93.34'
C82	01°43'04\"	455.50'	13.66'	S03°02'46\"E	13.66'

PREPARED BY: (407) 869-5002
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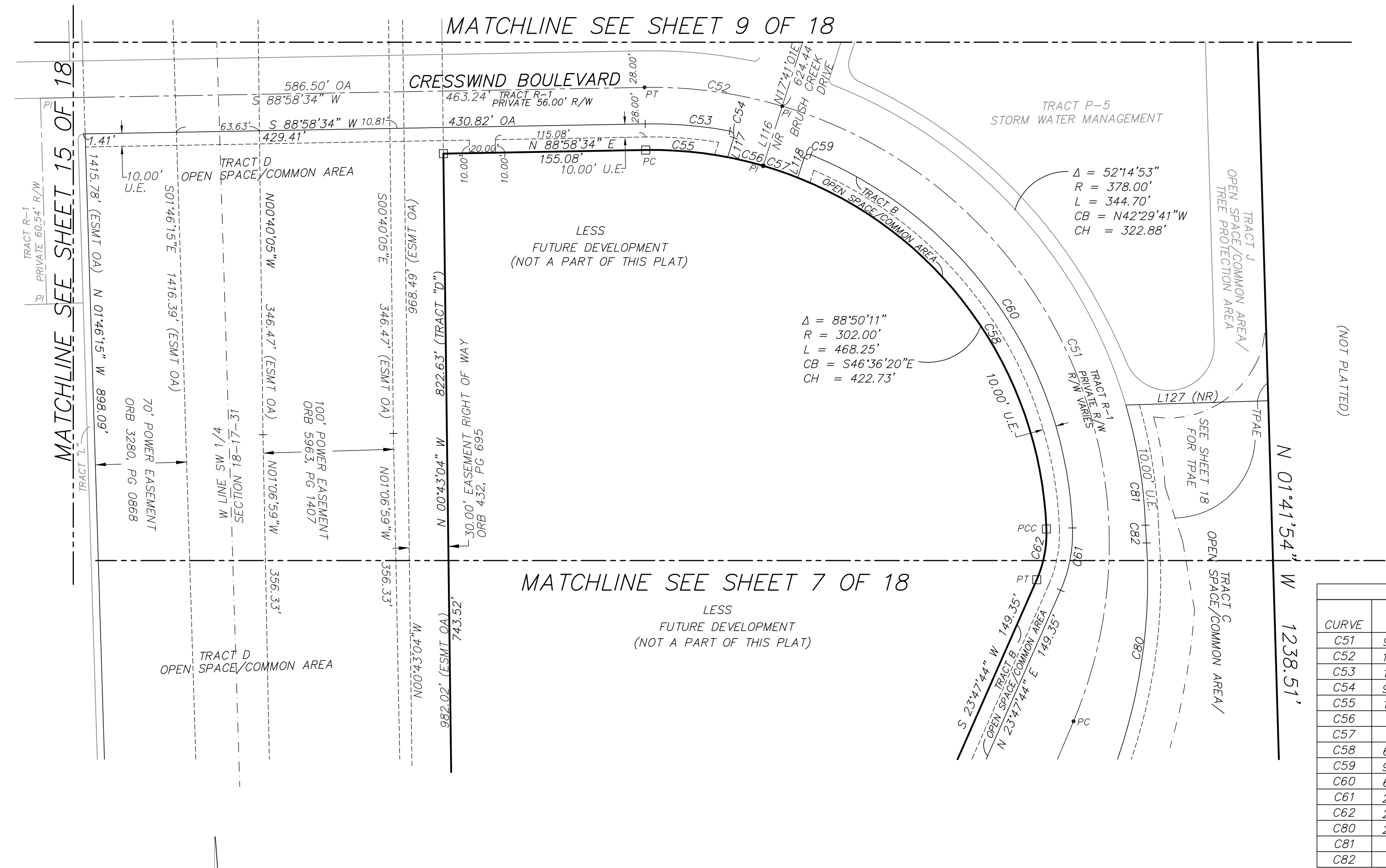
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MAP
BOOK

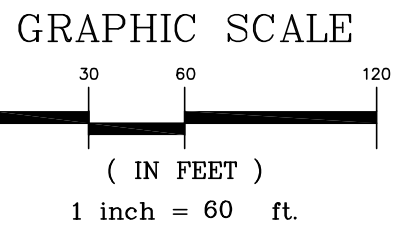
PAGE

SHEET 8 OF 18



LINE TABLE		
LINE	BEARING	LENGTH
L116	N17°41'01"E	48.01'
L117	N17°41'01"E	15.63'
L118	N17°41'01"E	15.75'
L127	N88°18'06"E	109.19'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C51	96°21'49"	350.00'	588.65'	N25°20'25"W	521.68'
C52	17°30'07"	350.00'	106.91'	N82°16'23"W	106.50'
C53	11°35'48"	322.00'	65.17'	N85°13'32"W	65.06'
C54	97°06'38"	4.00'	6.78'	N30°52'19"W	6.00'
C55	11°58'58"	302.00'	63.16'	N85°01'57"W	63.04'
C56	51°19'39"	302.00'	28.08'	N76°22'39"W	28.07'
C57	51°18'55"	302.00'	28.02'	N71°03'22"W	28.01'
C58	66°12'39"	302.00'	348.99'	N35°17'34"W	329.89'
C59	94°26'36"	4.00'	6.59'	S64°54'18"W	5.87'
C60	65°41'09"	322.00'	369.15'	N35°01'49"W	349.27'
C61	25°58'59"	108.10'	49.02'	N10°48'15"E	48.60'
C62	25°58'59"	88.10'	39.95'	N10°48'15"E	39.61'
C80	24°35'37"	418.56'	179.66'	N08°23'31"E	178.29'
C81	14°11'01"	378.00'	93.57'	N09°16'44"W	93.34'
C82	01°43'04"	455.50'	13.66'	S03°02'46"E	13.66'



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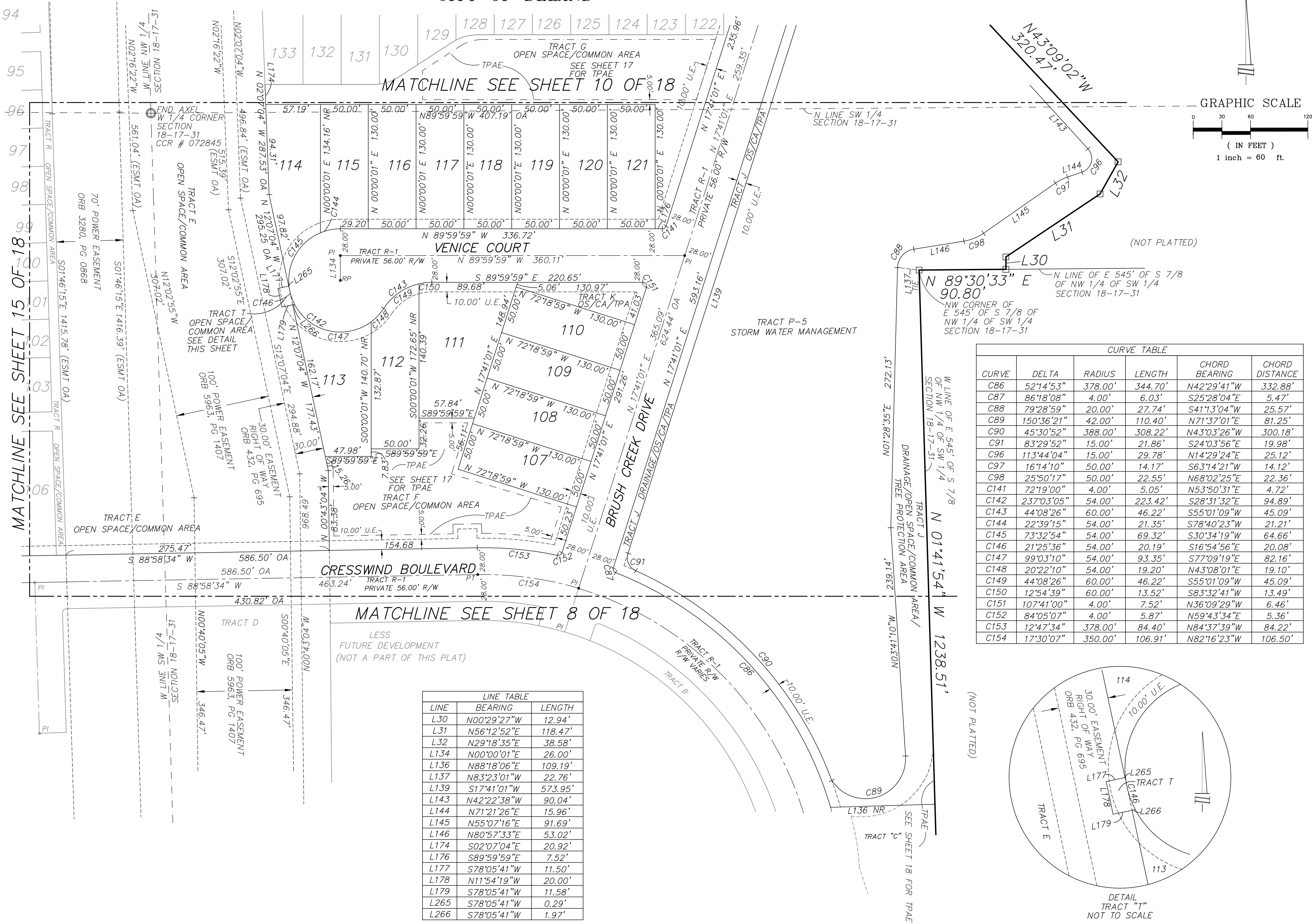
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CITY OF DELAND

MAP
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PAGE

SHEET 9 OF 18



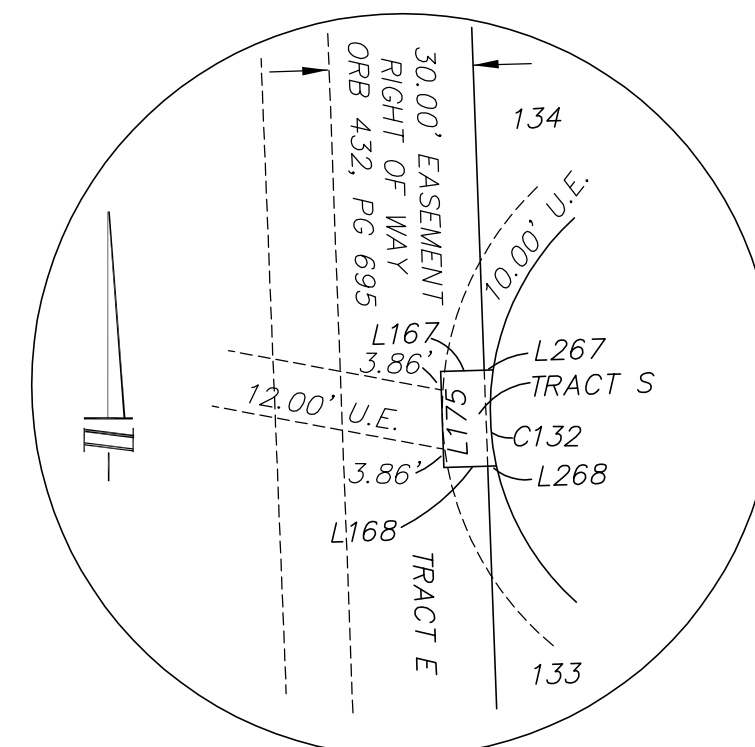
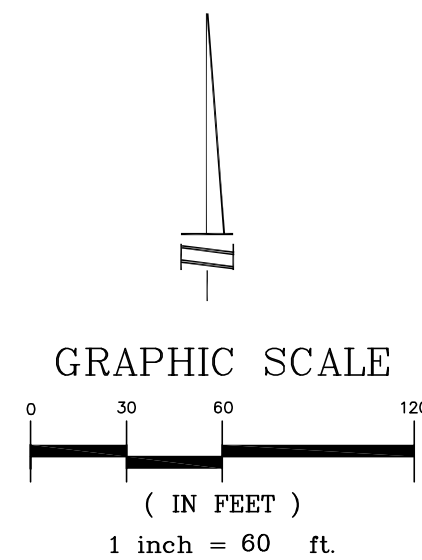
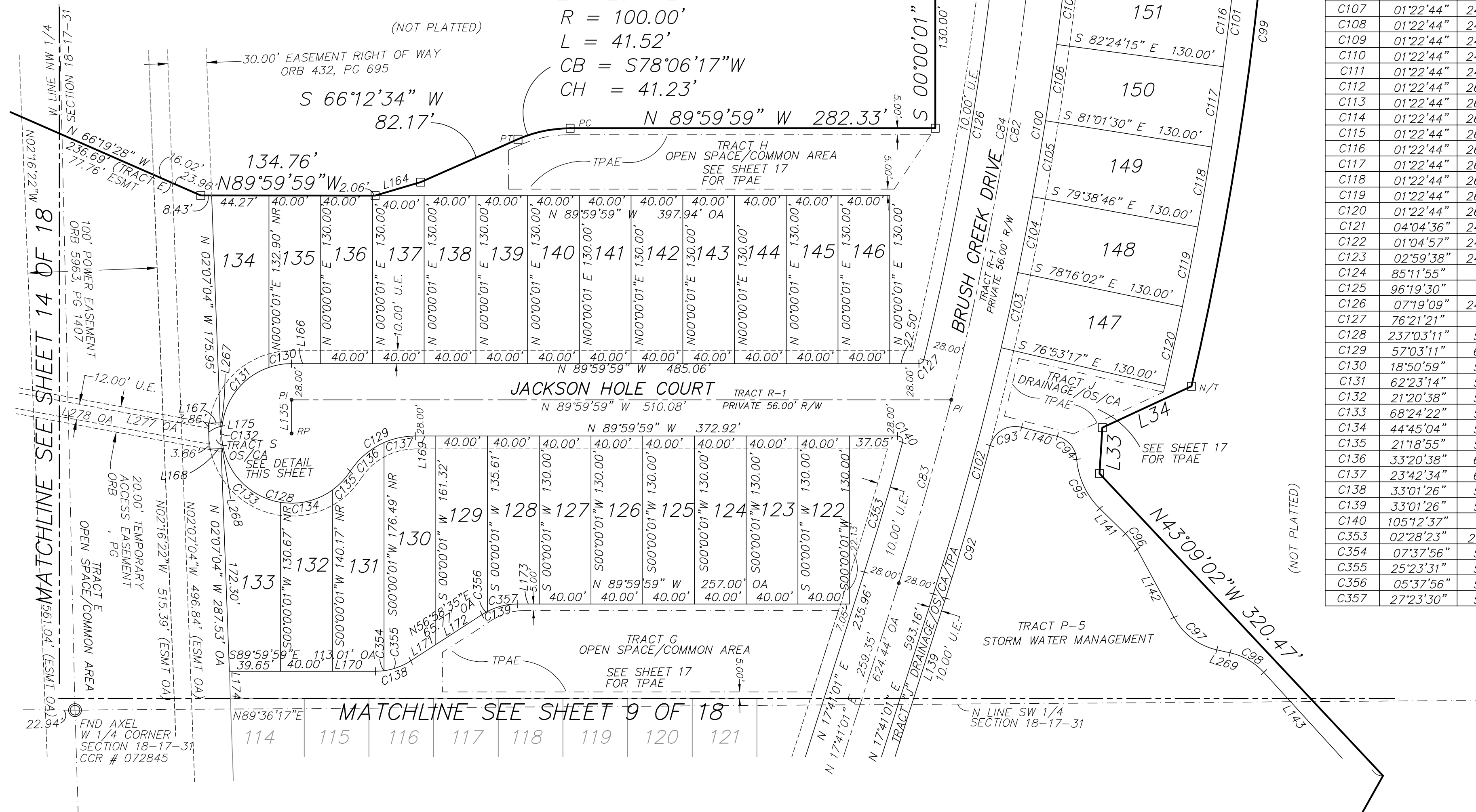
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SHEET 10 OF 18

LINE TABLE		
L269	N77°24'31"W	10.57'
L277	N79°29'52"W	184.96'
L278	N79°29'52"W	186.31'


$$\begin{aligned}\Delta &= 23^{\circ}47'27'' \\ R &= 100.00' \\ L &= 41.52' \\ CB &= 578^{\circ}06'17''W \\ CH &= 41.23'\end{aligned}$$


CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C82	16°58'14"	2450.00'	725.67'	N0911°54'E	723.02'
C83	03°26'59"	2450.00'	147.52'	N1557°31'E	147.49'
C84	08°44'37"	2450.00'	373.88'	N0951°43'E	373.52'
C85	04°46'38"	2450.00'	204.27'	N0306°05'E	204.21'
C92	02°49'42"	2488.00'	122.82'	N1616°09'E	122.81'
C93	89°32'35"	20.00'	31.26'	S59°37'35"W	28.17'
C94	70°58'29"	20.00'	24.77'	N40°06'52"W	23.22'
C95	40°59'21"	60.00'	42.92'	S25°07'19"E	42.00'
C96	17°15'53"	50.00'	15.07'	N36°59'03"W	15.01'
C97	49°03'25"	50.00'	42.81'	S52°52'49"E	41.51'
C98	35°01'53"	50.00'	30.57'	N0595°35"W	30.10'
C99	12°18'56"	2628.00'	564.88'	N0651°32'E	563.80'
C100	16°58'56"	2478.00'	734.47'	N0911°32'E	731.79'
C101	12°24'38"	2608.00'	564.91'	N0654°23'E	563.81'
C102	04°34'18"	2478.00'	197.72'	N1523°52'E	197.67'
C103	01°22'44"	2478.00'	59.64'	N12°25'20"E	59.64'
C104	01°22'44"	2478.00'	59.64'	N11°02'36"E	59.64'
C105	01°22'44"	2478.00'	59.64'	N09°39'52"E	59.64'
C106	01°22'44"	2478.00'	59.64'	N08°17'08"E	59.64'
C107	01°22'44"	2478.00'	59.64'	N06°54'23"E	59.64'
C108	01°22'44"	2478.00'	59.64'	N05°31'39"E	59.64'
C109	01°22'44"	2478.00'	59.64'	N04°08'55"E	59.64'
C110	01°22'44"	2478.00'	59.64'	N02°46'11"E	59.64'
C111	01°22'44"	2478.00'	59.64'	N01°23'26"E	59.64'
C112	01°22'44"	2608.00'	62.77'	N01°23'26"E	62.77'
C113	01°22'44"	2608.00'	62.77'	N02°46'11"E	62.77'
C114	01°22'44"	2608.00'	62.77'	N04°08'55"E	62.77'
C115	01°22'44"	2608.00'	62.77'	N05°31'39"E	62.77'
C116	01°22'44"	2608.00'	62.77'	N06°54'23"E	62.77'
C117	01°22'44"	2608.00'	62.77'	N08°17'08"E	62.77'
C118	01°22'44"	2608.00'	62.77'	N09°39'52"E	62.76'
C119	01°22'44"	2608.00'	62.77'	N11°02'36"E	62.77'
C120	01°22'44"	2608.00'	62.77'	N12°25'20"E	62.77'
C121	04°04'36"	2422.00'	172.32'	N02°45'48"E	172.29'
C122	01°04'57"	2422.00'	45.76'	N01°15'59"E	45.76'
C123	02°59'38"	2422.00'	126.56'	N0318°17'E	126.55'
C124	85°11'55"	4.00'	5.95'	N47°24'03"E	5.41'
C125	96°19'30"	4.00'	6.72'	N41°50'14"W	5.96'
C126	07°19'09"	2422.00'	309.40'	N09°59'06"E	309.19'
C127	76°21'21"	4.00'	5.33'	N51°49'21"E	4.94'
C128	23°03'11"	54.00'	223.42'	S28°31°35'E	94.89'
C129	57°03'11"	60.00'	59.75'	S61°28'25"W	57.31'
C130	18°50'59"	54.00'	17.77'	S80°34'32"W	17.69'
C131	62°23'14"	54.00'	56.80'	S39°57'25"W	55.94'
C132	21°20'38"	54.00'	20.12'	S01°54'31"E	20.00'
C133	68°24'22"	54.00'	64.47'	S46°47°00'E	60.71'
C134	34°45'04"	54.00'	42.18'	N76°38'17"E	41.11'
C135	21°18'55"	54.00'	20.09'	N43°36'17"E	19.97'
C136	33°20'38"	60.00'	34.92'	S73°37'08"W	34.43'
C137	23°42'34"	60.00'	24.83'	S78°08'44"W	24.65'
C138	33°01'26"	50.00'	28.82'	S73°29'18"E	28.42'
C139	33°01'26"	50.00'	28.82'	N73°29'18"W	28.42'
C140	105°12'37"	4.00'	7.35'	S37°23'41"W	6.36'
C353	02°58'23"	2422.00'	104.28'	N16°26'49"E	104.53'
C354	07°37'56"	50.00'	6.66'	N86°11°03'E	6.66'
C355	25°23'31"	50.00'	22.16'	N69°40'20"E	21.98'
C356	05°37'56"	50.00'	4.92'	S59°47°33"W	4.91'
C357	27°23'30"	50.00'	23.30'	S76°18'16"W	23.68'

PREPARED BY: (407) 869-5002
 — Associated Land Surveying & Mapping, Inc. —
 PROFESSIONAL LAND SURVEYORS
 1681 POWELL STREET LONGWOOD, FLORIDA 32750
 CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MAP	PAGE
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SHEET 11 OF 18

LINE TABLE		
LINE	BEARING	LENGTH
L204	N02°08'16"W	161.50'
L205	N28°39'29"W	28.23
L206	N54°06'34"W	95.89'
L207	N41°16'10"W	35.28'
L208	N79°08'33"W	40.73'
L209	N50°43'50"W	42.26'
L210	N26°10'40"W	41.40'
L211	N91°37'01"W	46.29'
L212	N82°38'25"E	41.97'
L213	N27°39'46"W	114.33'
L214	N74°41'51"W	109.87'
L215	N10°39'44"W	103.70'
L216	S46°39'44"W	11.77'
L217	S48°39'44"W	11.77'
L218	S16°33'32"E	91.57'
L221	N30°37'18"W	51.08'
L222	N57°43'38"E	41.74'
L223	N29°10'11"E	18.66'
L224	N82°05'16"E	22.35'

LINE TABLE		
LINE	BEARING	LENGTH
L225	S34°06'42"E	84.98'
L226	N74°38'56"W	62.08'
L227	S53°36'01"E	74.25'
L228	S45°18'57"E	62.88'
L229	S16°26'12"E	40.70'
L230	S27°49'15"E	46.92'
L231	S19°43'20"E	36.44'
L232	S82°05'16"W	35.79'
L233	S29°10'11"W	32.10'
L234	N87°43'38"W	54.59'
L235	N79°55'35"W	43.50'
L236	N24°24'13"W	42.86'
L237	N32°13'39"W	54.77'
L238	N14°44'03"W	33.07'
L239	N05°16'31"E	32.89'
L240	N11°43'48"W	42.34'
L241	N00°44'24"W	51.18'

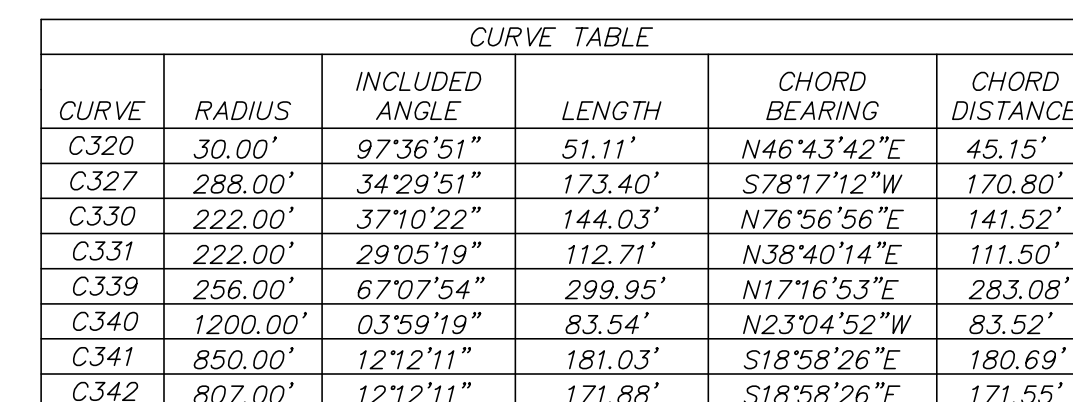
CURVE TABLE					
C309	RADIUS	INCLUDED ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
C302	122.00'	267°55'00"	101.76'	N10°59'39"E	100.87'
C303	202.00'	80°47'50"	143.84'	N05°15'45"W	132.22'
C304	107.00'	58°44'47"	109.31'	S76°02'08"W	104.97'
C305	136.00'	81°02'00"	192.24'	S64°53'31"W	176.71'
C306	313.00'	37°34'52"	203.48'	S05°45'05"W	199.92'
C307	270.00'	87°30'59"	175.53'	S64°53'31"W	172.45'
C308	93.00'	81°02'00"	131.63'	S64°53'31"W	120.84'
C310	150.00'	58°44'47"	153.80'	N76°02'08"E	147.15'
C311	150.00'	31°53'32"	83.49'	N62°36'00"E	82.42'
C312	150.00'	26°51'15"	70.30'	S88°01'06"E	69.66'
C313	145.00'	80°47'50"	204.48'	N06°15'45"E	187.95'
C317	30.00'	105°01'53"	54.99'	S33°57'24"W	47.61'
C318	30.00'	42°59'50"	22.51'	N72°01'74"W	21.99'
C319	30.00'	48°27'05"	25.37'	N26°18'17"W	24.62'
C320	30.00'	97°36'51"	51.11'	N46°34'42"E	45.15'
C321	20.00'	124°04'41"	43.31'	S27°55'38"W	35.33'
C322	20.00'	59°24'43"	20.74'	N60°19'40"W	19.82'
C323	50.00'	30°55'57"	26.99'	N15°09'20"W	26.67'
C324	20.00'	91°57'44"	32.00'	N46°17'30"E	28.76'
C325	27.00'	63°06'11"	29.74'	S60°43'17"W	28.26'
C326	27.00'	68°41'32"	32.37'	S47°44'30"W	30.47'
C327	20.00'	76°36'16"	26.74'	N51°41'52"E	24.79'
C328	20.00'	97°28'13"	34.02'	S41°15'54"E	30.02'
C329	288.00'	34°29'51"	173.40'	S78°17'12"E	170.80'
C330	222.00'	37°10'22"	144.03'	N76°56'56"E	141.52'
C331	222.00'	29°05'19"	112.71'	N38°04'41"E	111.50'
C332	333.71'	12°52'53"	75.03'	N01°01'46"E	74.82'
C333	148.30'	17°58'07"	46.51'	N14°23'44"E	46.32'
C334	231.17'	12°00'24"	48.44'	N29°23'00"W	48.36'

PREPARED BY: (407) 869-5002
 — Associated Land Surveying & Mapping, Inc. —
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 CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

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MAP	PAGE
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SHEET 12 OF 18



LINE TABLE		
LINE	BEARING	LENGTH
L265	N68°54'48"E	54.27'

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CRESSWIND DELAND PHASE 1

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING LOTS 4, 5 AND 9 AND A PARTIAL REPLAT OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 18 AND 28 THROUGH 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA CITY OF DELAND

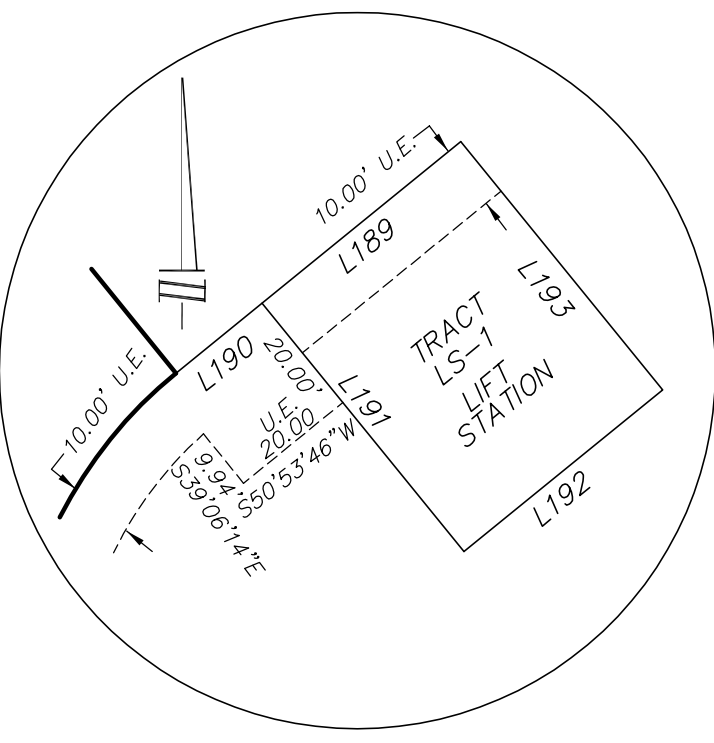
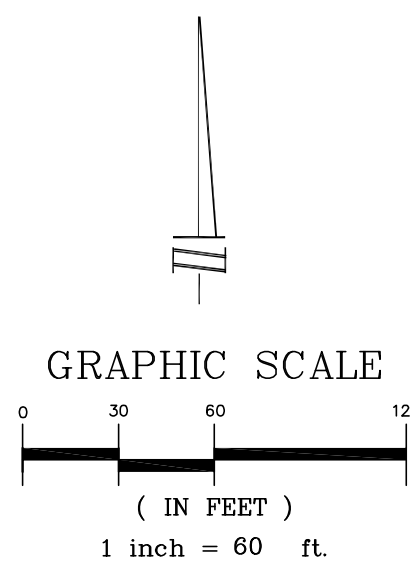
MAP
BOOK

PAGE

SHEET 13 OF 18

MATCHLINE SEE SHEET 12 OF 18

MATCHLINE SEE SHEET 11 OF 18



LINE TABLE		
LINE	BEARING	LENGTH
L188	S50°50'50"W	20.53'
L189	S50°50'50"W	40.00'
L190	S50°50'50"W	17.33'
L191	S39°06'14"E	50.00'
L192	S50°53'46"W	40.00'
L193	S39°06'14"E	50.03'
L194	S84°27'53"E	7.62'
L195	S84°27'53"E	0.24'

PLAT OF THE ASSESSOR'S SUBDIVISION OF WINNEMISSETT
MAP BOOK 3, PAGE 20
MAP BOOK 15, PAGE 120

CURVE TABLE				
CURVE	RADIUS	INCLUDED ANGLE	LENGTH	CHORD BEARING
C161	130.00'	44°41'17"	101.39'	S73°11'29"W
C170	1528.00'	00°44'13"	19.65'	S39°31'16"E
C181	4.00'	90°00'00"	6.28'	N84°09'10"W
C182	4.00'	90°00'00"	6.28'	N05°50'50"E
C183	4.00'	90°00'00"	6.28'	S84°09'10"E
C184	158.00'	44°41'17"	123.23'	S73°11'29"W
C185	158.00'	18°48'49"	51.88'	S60°15'15"W
C186	158.00'	22°08'22"	61.05'	S80°43'50"W
C187	158.00'	03°44'06"	10.30'	N86°19'56"W
C211	102.00'	44°41'17"	79.56'	S73°11'29"W
C212	102.00'	14°43'06"	26.20'	S88°10'34"W
C213	102.00'	29°58'11"	53.35'	S65°49'56"W
C214	4.00'	90°00'00"	6.28'	S05°50'50"W
C263	1658.00'	00°44'13"	21.33'	S39°31'16"E
C264	70.00'	67°07'54"	82.02'	S17°16'53"W
C265	256.00'	67°07'54"	299.95'	N17°16'53"E
C267	1157.00'	18°31'42"	374.15'	S15°48'40"E
C268	1200.00'	14°32'23"	304.52'	N13°49'01"W
C269	288.00'	34°29'51"	173.40'	S78°17'12"W
C270	288.00'	28°58'56"	145.68'	S75°31'44"W
C271	288.00'	05°30'55"	27.72'	N87°13'21"W
C340	1200.00'	03°59'19"	83.54'	N23°04'52"W

$$\begin{aligned}\Delta &= 44^{\circ}43'45'' \\ R &= 192.00' \\ L &= 149.89' \\ CB &= S38^{\circ}38'56''E \\ CH &= 146.11'\end{aligned}$$

MATCHLINE SEE SHEET 6 OF 18

MATCHLINE SEE SHEET 14 OF 18

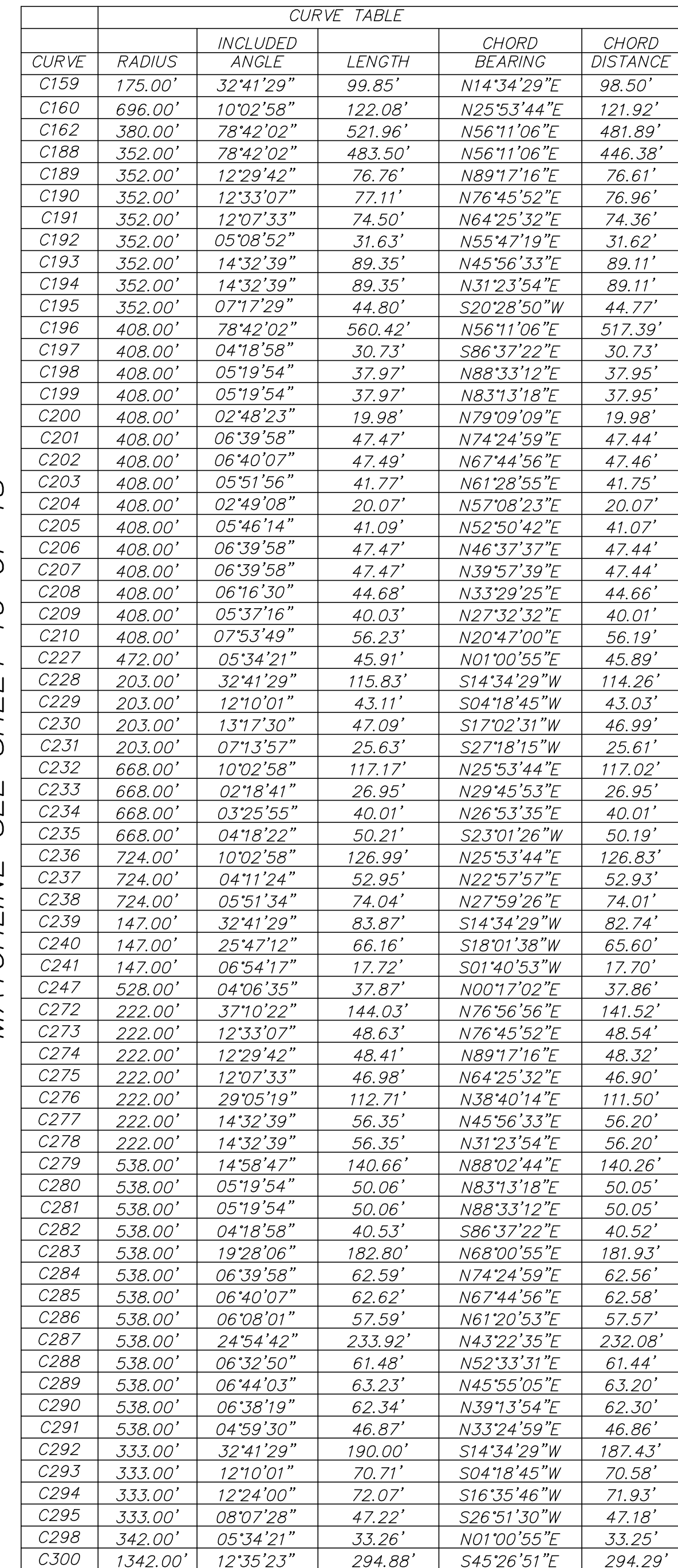
MATCHLINE
OF 18
SEE SHEET 15

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Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
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MAP	PAGE
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SHEET 14 OF 18



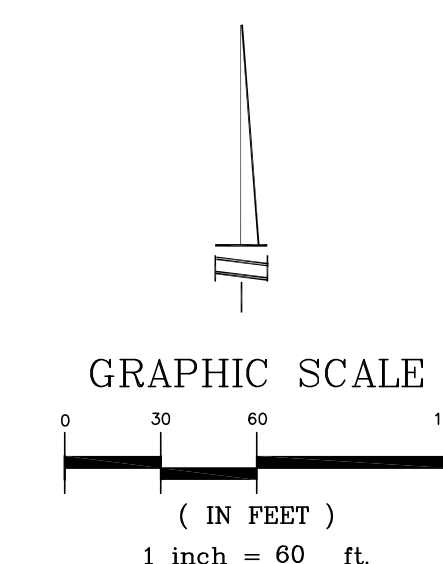
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MAP	PAGE
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SHEET 15 OF 18

CURVE TABLE					
CURVE	RADIUS	INCLUDED ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
C251	4.00'	90°44'49"	6.34'	S43°36'09"W	5.69'
C252	1658.00'	1741°36"	512.00'	S47°59'57"E	509.97'
C253	1658.00'	00°19'71"	9.30'	S56°11'07"E	9.30'
C254	1658.00'	01°50'54"	53.49'	S55°36'02"E	53.49'
C255	1658.00'	01°50'54"	53.49'	S53°45'08"E	53.49'
C256	1658.00'	01°50'54"	53.49'	S51°54'14"E	53.49'
C257	1658.00'	01°50'54"	53.49'	S50°03'20"E	53.49'
C258	1658.00'	01°50'54"	53.49'	S48°12'32"E	53.49'
C259	1658.00'	01°50'54"	53.49'	S46°21'26"E	53.49'
C260	1658.00'	01°50'54"	53.49'	S44°30'38"E	53.49'
C261	1658.00'	01°50'54"	53.49'	S42°39'44"E	53.49'
C262	1658.00'	01°50'54"	53.49'	S40°48'50"E	53.49'
C263	1658.00'	00°44'13"	21.33'	S39°31'16"E	21.33'
C296	342.00'	15°57'52"	95.29'	N06°12'41"E	94.98'
C297	342.00'	10°23'31"	62.03'	N08°59'51"E	61.94'
C298	342.00'	05°34'21"	33.26'	N01°00'55"E	33.25'
C299	1500.00'	1741°36"	463.21'	S47°59'57"E	461.37'
C300	1342.00'	12°35'23"	294.88'	S45°26'51"E	294.29'
C345	1342.00'	04°45'59"	99.54'	S54°43'16"E	99.52'
C346	1342.00'	02°27'21"	57.52'	S40°22'50"E	57.51'
C347	1342.00'	02°32'01"	59.34'	S42°52'31"E	59.34'
C348	1342.00'	02°32'01"	59.34'	S45°24'31"E	59.34'
C349	1342.00'	02°32'01"	59.34'	S47°56'32"E	59.34'
C350	1342.00'	02°32'00"	59.33'	S50°28'32"E	59.33'
C351	1342.00'	02°31'28"	59.13'	S53°51'30"E	59.13'
C352	1342.00'	01°43'31"	40.41'	S55°59'00"E	40.41'
C354	272.00'	07°15'22"	34.45'	S68°28'27"E	34.42'

LINE TABLE		
LINE	BEARING	LENGTH
L182	S68°31'22"E	34.21'
L183	N74°28'08"W	65.43'
L184	N66°16'36"W	65.43'
L185	S59°30'48"E	42.63'
L186	S56°50'45"E	17.44'
L197	N01°46'15"W	2.16'
L198	N01°46'15"W	20.00'



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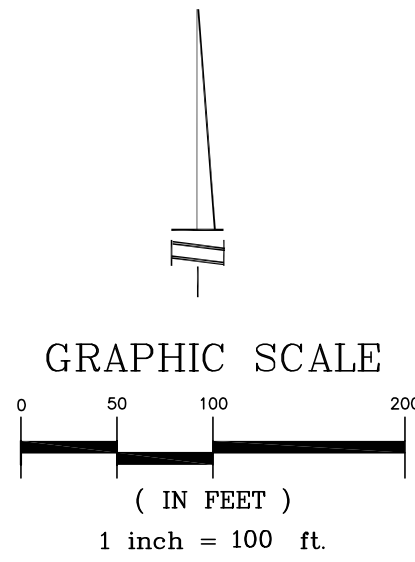
CRESSWIND DELAND PHASE 1

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING LOTS 4, 5 AND 9 AND A PARTIAL REPLAT OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 18 AND 28 THROUGH 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA CITY OF DELAND

MAP
BOOK

PAGE

SHEET 16 OF 18



LINE TABLE		
LINE	BEARING	LENGTH
L324	N90°00'00"W	24.57'
L325	S00°00'00"E	169.28'
L326	S50°59'11"E	45.43'
L327	N39°28'11"E	25.01'
L328	S50°31'49"E	28.00'
L329	S39°28'11"W	24.79'
L330	S50°59'11"E	47.42'
L331	S00°20'34"W	129.14'
L332	S84°22'53"E	94.80'
L333	N34°39'29"W	47.27'
L334	N55°20'31"E	38.00'
L335	S34°39'29"E	42.59'
L336	N02°08'16"W	161.50'
L337	N54°06'34"W	27.95'
L338	S59°56'24"W	28.80'
L339	N28°47'57"W	85.30'
L340	N87°43'38"W	96.14'
L341	S29°10'11"W	21.15'
L342	S82°05'16"W	24.84'
L343	S44°57'59"W	37.25'
L344	S89°57'59"W	208.42'
L345	S34°08'13"E	205.60'
L346	S75°27'12"E	173.42'
L347	N00°00'00"W	64.91'
L348	S90°00'00"W	59.57'
L349	N34°06'42"W	85.03'
L350	N89°57'59"E	145.35'
L351	N00°02'01"W	38.04'
L352	S89°57'59"W	51.98'
L353	S75°27'12"E	191.39'
L354	S00°00'00"E	74.90'
L355	N50°31'49"W	48.24'
L356	S86°28'21"W	181.67'
L357	N74°35'29"W	299.22'
L358	S24°22'31"W	104.15'
L359	S12°52'21"E	211.61'
L360	S25°04'31"E	223.51'
L361	N50°50'50"E	62.86'
L362	S39°09'10"E	50.00'
L363	S50°50'50"W	62.86'
L364	S68°54'48"W	54.27'
L365	N25°04'31"W	267.45'
L366	N12°52'21"W	211.61'
L367	N24°22'31"E	104.15'
L368	S74°35'29"E	299.22'
L369	N46°39'44"E	11.77'



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C313	80°47'52"	145.00'	204.84'	N06°15'45"E
C386	41°38'59"	51.81'	37.66'	N17°22'02"W
C387	32°04'25"	49.39'	27.65'	N13°27'27"E
C388	34°17'16"	202.00'	120.88'	N78°23'29"E
C389	52°27'58"	197.00'	180.39'	N24°05'43"E
C390	15°56'12"	117.00'	32.54'	N10°06'22"W
C391	91°15'40"	50.00'	79.64'	S74°25'46"E
C392	58°55'41"	25.00'	25.71'	N58°15'47"W
C393	63°06'11"	22.00'	24.23'	S60°43'17"W
C394	68°41'32"	22.00'	26.38'	S47°44'30"W
C395	76°36'16"	25.00'	33.43'	N51°41'52"E
C396	66°25'22"	145.00'	168.10'	N00°55'30"W
C397	97°28'13"	25.00'	42.53'	S41°15'54"E
C398	12°52'53"	328.71'	73.90'	N01°01'46"E
C399	17°58'07"	143.30'	44.94'	N14°23'44"W
C400	12°01'15"	226.17'	47.45'	N29°23'25"W
C401	124°04'41"	25.00'	54.14'	S27°55'38"W
C402	42°59'50"	35.00'	26.27'	N72°01'44"W
C403	4°06'34"	200.00'	14.31'	N74°43'16"E
C404	28°38'18"	200.00'	99.97'	S88°54'38"E
C405	81°02'00"	43.00'	60.81'	S64°53'31"W
C406	37°14'52"	220.00'	143.02'	S05°45'05"E
C407	12°12'11"	757.00'	161.23'	S18°58'26"E
C408	42°06'09"	306.00'	224.86'	S29°47'46"W
C409	67°07'54"	256.00'	299.95'	S17°16'53"W
C410	3°59'19"	1200.00'	83.54'	N23°04'52"W
C411	12°12'11"	807.00'	171.88'	S18°58'26"E
C412	37°14'52"	270.00'	175.53'	S05°45'05"E
C413	81°02'00"	93.00'	131.53'	S64°53'31"W
C414	58°44'47"	150.00'	153.80'	N76°02'08"E

PREPARED BY: (407) 869-5002
Associated Land Surveying & Mapping, Inc.
PROFESSIONAL LAND SURVEYORS
1681 POWELL STREET LONGWOOD, FLORIDA 32750
CERTIFICATE OF AUTHORIZATION NUMBER: LB 6767

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

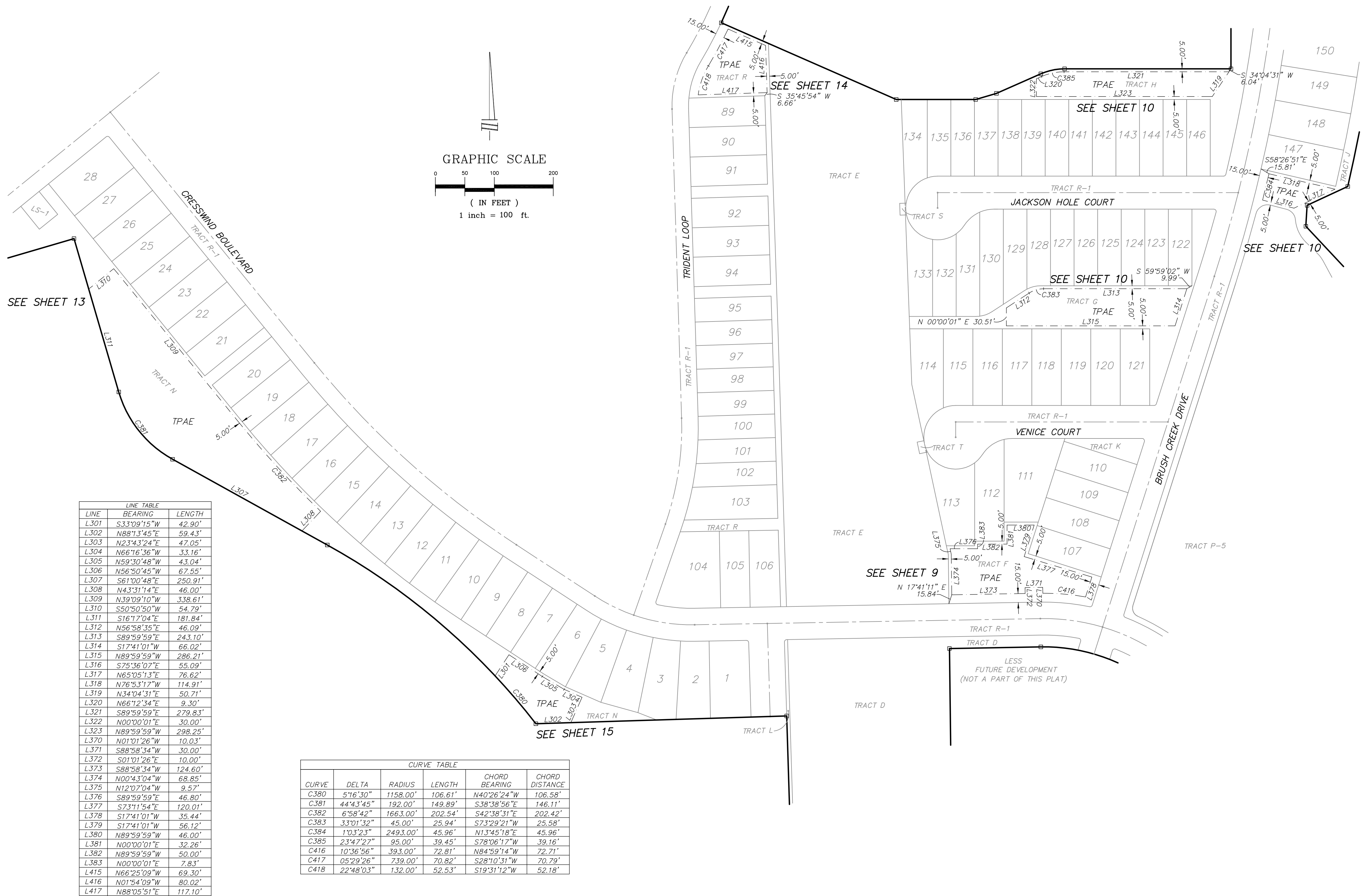
CRESSWIND DELAND PHASE 1

A PORTION OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND A PORTION OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, REPLATTING LOTS 4, 5 AND 9 AND A PARTIAL REPLAT OF LOTS 1, 2, 3, 6, 7, 8, 10 THROUGH 18 AND 28 THROUGH 31, ASSESSOR'S SUBDIVISION OF WINNEMISSETT AS RECORDED IN MAP BOOK 3, PAGE 20, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA CITY OF DELAND

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SHEET 17 OF 18



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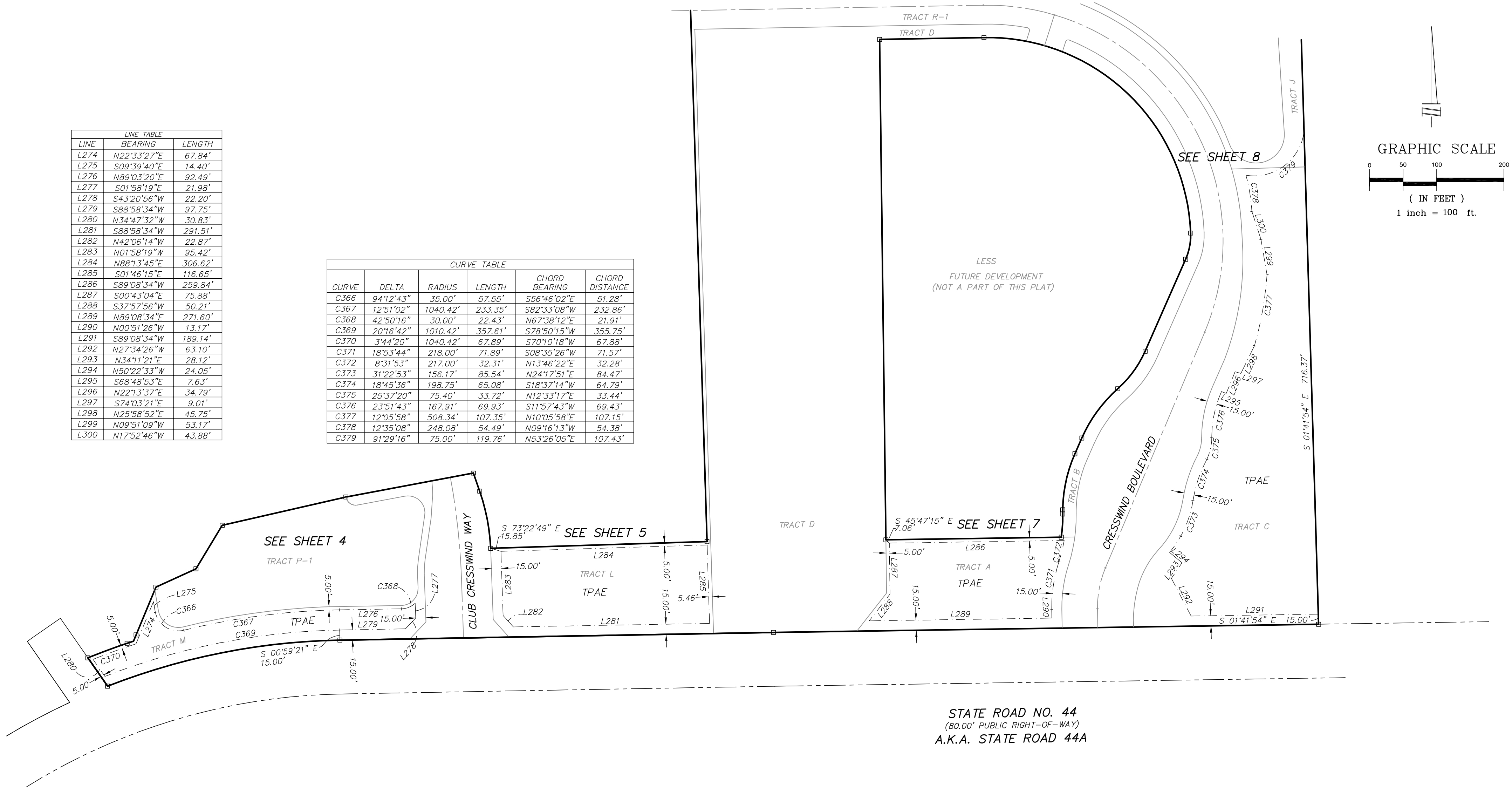
MAP
BOOK

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SHEET 18 OF 18

LINE TABLE		
LINE	BEARING	LENGTH
L274	N22°33'27"E	67.84'
L275	S09°39'40"E	14.40'
L276	N89°03'20"E	92.49'
L277	S01°58'19"E	21.98'
L278	S43°20'56"W	22.20'
L279	S88°58'34"W	97.75'
L280	N34°47'32"W	30.83'
L281	S88°58'34"W	291.51'
L282	N42°06'14"W	22.87'
L283	N01°58'19"W	95.42'
L284	N88°13'45"E	306.62'
L285	S01°46'15"E	116.65'
L286	S89°08'34"W	259.84'
L287	S00°43'04"E	75.88'
L288	S37°57'56"W	50.21'
L289	N89°08'34"E	271.60'
L290	N00°51'26"W	13.17'
L291	S89°08'34"W	189.14'
L292	N27°34'26"W	63.10'
L293	N34°11'21"E	28.12'
L294	N50°22'33"W	24.05'
L295	S68°48'53"E	7.63'
L296	N22°13'37"E	34.79'
L297	S74°03'21"E	9.01'
L298	N25°58'52"E	45.75'
L299	N09°51'09"W	53.17'
L300	N17°52'46"W	43.88'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C366	94°12'43"	35.00'	57.55'	S56°46'02"E	51.28'
C367	12°51'02"	1040.42'	233.35'	S82°33'08"W	232.86'
C368	42°50'16"	30.00'	22.43'	N67°38'12"E	21.91'
C369	20°16'42"	1010.42'	352.61'	S78°50'15"W	355.75'
C370	3°44'20"	1040.42'	67.89'	S70°10'18"W	67.88'
C371	18°53'44"	218.00'	71.89'	S08°35'26"W	71.52'
C372	8°31'53"	217.00'	32.31'	N13°46'22"E	32.28'
C373	31°22'53"	156.17'	85.54'	N24°17'51"E	84.47'
C374	18°45'36"	198.75'	65.08'	S18°37'14"W	64.79'
C375	25°37'20"	75.40'	33.72'	N12°33'17"E	33.44'
C376	23°51'43"	187.91'	69.93'	S11°57'43"W	69.43'
C377	12°05'58"	508.34'	107.35'	N10°05'58"E	107.15'
C378	12°35'08"	248.08'	54.49'	N09°16'13"W	54.38'
C379	91°29'16"	75.00'	119.76'	N53°26'05"E	107.43'



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