

AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
June 12, 2025 @ 8:30 A.M.

Board of Supervisors:

Lani Gaver, Chair
Taylor Meals, Vice-Chair
Robert C. Stern, Jr.
Sydney B. Crampton
Tony Babington

Staff:

Keith R. Ledford, Jr., P.E., Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Lisa Hawkins, Finance Director
Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions
3. **PUBLIC INPUT**

To address the Board during this portion of the meeting you must fill out a Civility Agreement, state your name and address for the record and which agenda item is to be addressed. Remarks shall be limited to 4 minutes and no discussion will take place during this portion of the meeting.

CARDS MUST BE SUBMITTED PRIOR TO THE COMMENCEMENT OF THE MEETING

4. **PRESENTATIONS**
 - 4a. Wastewater Collections Maintenance Technician, Shea Tooker – 10 years
5. **CONSENT SECTION**
 - 5a. Minutes of the Regular Meeting dated May 8, 2025
Recommended Action: Approve the meeting minutes.
 - 5b. Big W Law Invoice dated June 2, 2025.
Recommended Action: Approve the attorney's invoice in the amount of \$4,020.00.
 - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated May 31, 2025
Recommended Action: Approve the attorney's invoice in the amount of \$11,234.50
 - 5d. Henderson/Franklin Attorney's Invoices dated February 25, 2025 & May 5, 2025
Recommended Action: Approve the attorney's invoices totaling \$2,527.00
6. **DISCUSSION**
 - 6a. Meter Removal Request - 1770 Gulf Blvd. Englewood, FL 34223
 - 6b. Winchester Ranch Update
7. **ACTION ITEMS**
 - 7a. Lime Plant Treater #2 Repairs
 - 7b. Hurricane Milton I&I Repairs

- 8. **ADMINISTRATOR'S REPORT** – Keith R. Ledford, Jr., P.E.
 - 8a. **WATER OPERATIONS MANAGER** – Dewey Futch
 - 8b. **WASTEWATER OPERATIONS MANAGER** – David Larson
 - 8c. **TECHNICAL SUPPORT MANAGER** – Keith R. Ledford Jr., P.E.
 - 8d. **FINANCE DIRECTOR** – Lisa Hawkins

- 1. May Financial Statements
- 2. May Investment Statements

- 9. **ATTORNEY'S REPORT** – Robert H. Berntsson

- 10. **OLD BUSINESS** - None

- 11. **NEW BUSINESS** - None

- 12. **PUBLIC COMMENT – ANY TOPIC**

To address the Board during this portion of the meeting, you must fill out a Civility Agreement and state your name and address for the record. Each person will be allowed no more than 4 minutes.

- 13. **BOARD MEMBER COMMENTS**

- 14. **ADJOURN**

Anyone who decides to appeal a decision of this Board will need a record of the proceedings pertaining thereto and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DISABILITY INFORMATION – In accordance with the Americans with Disabilities Act and FS 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact EWD at 941-474-3217 no later than 7 days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at 800-955-8771 (TDD) or 800-955-8770 (VOICE) for assistance.

Posted 6/6/2025

BOARD AGENDA ITEM SUMMARY

5a

MEETING DATE: June 12, 2025

SUBJECT: Minutes of the Regular Meeting dated
May 8, 2025

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Ashley Aguiar**

DEPARTMENT: **Administration**

ITEM: **Request Board approval of the minutes of the Regular Meeting dated May 8, 2025.**

PURPOSE / JUSTIFICATION: **An Enabling Act requirement for the official record of meetings.**

MOTION: **To approve the of minutes of the Regular Meeting dated May 8, 2025.**

Prepared By: **Ashley Aguiar**

Date: **June 5, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **Minutes of the Regular Meeting dated May 8, 2025**

**AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
May 8, 2025 @ 8:30 A.M.**

Board of Supervisors:

Lani Gaver, Chair
Taylor Meals, Vice-Chair
Robert C. Stern, Jr.
Sydney B. Crampton
Tony Babington

Staff:

Keith R. Ledford, Jr., P.E., Administrator
Robert H. Berntsson, District Counsel
Dewey Futch, Water Operations Manager
David Larson, Wastewater Operations Manager
Lisa Hawkins, Finance Director
Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions
 - Deletion of Discussion 6a. Winchester Ranch Update
3. **PUBLIC INPUT** - None
4. **PRESENTATIONS** - None
5. **CONSENT SECTION** - Chair Gaver called for a motion to approve as a whole Mr. Stern moved, “**to approve the consent agenda,**” seconded by Mr. Babington.

5a. Minutes of the Regular Meeting dated April 10, 2025

Recommended Action: Approve the meeting minutes.

5b. Big W Law Invoice dated April 30, 2025.

Recommended Action: Approve the attorney’s invoice in the amount of \$2,100.00.

5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated April 30, 2025

Recommended Action: Approve the attorney’s invoice in the amount of \$1,900.00

5d. Henderson/Franklin Attorney’s Invoices dated March 11, 2025 & April 8, 2025

Recommended Action: Approve the attorney’s invoices totaling \$202.50.

UNANIMOUS

CS 25-05-08 A-D

6. **DISCUSSION** - None

7. **ACTION ITEMS**

7a. FY2025 Mid-Year Budget Review – Ms. Hawkins led the discussion. A review of the FY2025 Forecast was reviewed and explained. The first page presents the Forecast Overview. The first column displays the forecast through the end of the fiscal year, the second column shows the budgeted figures, and the third column outlines the variance. Total Revenues are forecasted to be \$78k below budget, with detailed explanations provided on page 2. Total Expenses, including capital outlay, are expected to exceed the budget by \$19k.

Page 3 outlines the Forecasted Expense Variance by Department. Notably, both the Administration and Collections Departments are projected to exceed their budgets due to expenses related to Hurricanes Ian, Helene, and Milton. The final section includes the Proposed Budget Adjustments, which correspond to the hurricane-related expenses. This adjustment is expected to bring the overall forecast to \$713k below the budget. Despite the Production Department being under budget by \$337k, a significant repair expense for treater #2 is anticipated, though not included in the forecast. Therefore, it seems prudent to adjust the budget now to account for the hurricane-related expenses. Once a quote for the treater repair is received, a decision will be made on whether an additional adjustment to the Production budget is necessary. The last page provides detailed explanations for the expense variances. EWD is currently awaiting reimbursement from FEMA for all three hurricanes. The reimbursement process is typically slow, however, EWD anticipates receiving a significant amount in reimbursements.

Mr. Stern moved, “**to approve,**” seconded by Ms. Crampton.

8. ADMINISTRATOR’S REPORT – Keith R. Ledford, Jr., P.E.

8a. WATER OPERATIONS MANAGER – Dewey Futch

Production

- Total send-out for April 2025 was 1002.11 mg, compared to 99.06 mg in 2024.
- Average send-out was 3.40 mgd, while in 2024, average send-out was 3.30 mgd.
- Highest send-out was 3.78 mgd, while in 2024, highest send-out was 3.69 mgd.
- Rainfall for 2025 was 0.98', while in 2024, rainfall was 0.63'.
- Operators at the plant have been performing maintenance and regular operations.
- A power shutdown is currently in effect at the RO Plant with FPL, allowing contractors to access switchgear and perform additional work on generator breakers. This shutdown is expected to be the final one for the project.
- Chlorine conversion began on April 22nd with nearby utilities in the area. The transition was successful, and treatment was returned to normal on May 6th. Distribution will be flushing the system over the next week.

Distribution

- There were 4 incidents to report
 1. On April 9th, a 2” valve on North Beach Rd broke. Repairs were completed, and a boil water notice was issued and rescinded by April 11th.
 2. On April 11th, a contractor working on Lamp Dr. damaged a 2” water main. Repairs were made under pressure, and no boil water notice was issued.
 3. On April 12th, a 6” water main on San Casa Dr. broke. Repairs were made under pressure, and no boil water notice was issued.
 4. On April 24th, a section of Deer Creek Dr. was shut down for the replacement of a fire hydrant. A boil water notice was issued and rescinded on April 26th.
- 16 single-family meter sets
- 16 ERC’s
- 53 radio head replacements
- 234 customer requests for turn-offs

8b. WASTEWATER OPERATIONS MANAGER – David Larson

WRF:

- April 2025 MADF: 1.635 MGD
- April 2024 MADF: 1.655 MGD
- April 2025 Peak Flow: 1.857 MG
- Grease removal project for Plant #4 has been rescheduled to the second half of this month
- Normal operations and maintenance

Collections:

- Staff completed 8 service cap-offs this month
- One vacuum pit was replaced
- Repaired 30 cleanouts and vents
- Replaced the broken 16-inch reuse main valve at the WRF
- Cleaned four manholes and associated mains as part of the smoke testing project
- Repaired one manhole; additional manholes identified during smoke testing will require repairs

8c. TECHNICAL SUPPORT MANAGER – Keith R. Ledford Jr., P.E.

- **Hurricane Milton I&I** – USSI has completed manhole inspections and smoke testing for all three phases of the project, identifying 127 potential infiltration points. About half of these are due to leaks at the manholes, while the rest involve broken cleanouts, hurricane-damaged or demolished homes, and even one illegal connection. Most manhole issues will be addressed with the installation of inflow dishes, which are custom made to accommodate various site-specific factors and are expected to be installed by the end of May. Letters have been sent to customers in Phase 1 requiring private repairs, giving them 30 days to complete the necessary work; if not addressed within that timeframe, EWD staff will perform the repairs and bill the customer accordingly. Letters for Phases 2 and 3 will be sent out soon. In addition to the smoke test findings, several manholes showed visible infiltration through the walls, and EWD plans to hire a contractor to line those manholes to eliminate further inflow.
- **Lime Plant Optimization Study** – A task order has been issued to HDR to conduct a lime optimization study on the Lime Softening Plant. The goal of the project is to be able to reduce the amount of lime needed at the lime plant, while utilizing post treatment chemicals to adjust the pH at the RO plant. Reducing the overall amount of lime used during the process would reduce the amount of lime waste and lengthen the amount of time between filter rehabs. The study will include field testing to confirm the dosing recommendations.
- **V-1 Station Rehab** – Final restoration of the site is complete. There is only one remaining punch list item that still needs to be completed. The contractor is compiling all of the required close-out documentation and will be submitting a final invoice soon.

- **Esplanade at Wellen Park** – The contractor is preparing to begin the offsite utility construction with the onsite construction to follow. Staff has attended various meetings with the contractor and developer to work out some of the details of construction and the certification process.
- **Sandpiper Pointe** – AM Engineering has submitted preliminary plans for a new development on the west side of Pine Street, just north of Medical Blvd. The project consists of 85 single family homes. This project has been referred to in the past as the Solomon Property and most recently, Manatee Cay.
- **Sarasota County Sidewalks Project** – EWD has been informed that the project has been put on hold. Following community outreach, it was decided to shift focus to addressing parking issues in the area around Dearborn Street instead.
- **Keyway Road Project** – This does not directly impact EWD; however, Sarasota County had approved land acquisitions for a planned extension from Wellen Park to SR 776. Following a more cost-effective and expedited proposal by developer Pat Neal to extend Manasota Beach Road, the original plan—facing local opposition—was canceled. Neal later proposed a public-private partnership with the Economic Stimulus Working Group to advance the new extension, intended to reduce congestion, lower costs, and accelerate completion.

8d. FINANCE DIRECTOR – Lisa Hawkins

Financial Statements

- Operating revenues through April totaled \$13.3 million, representing an increase of \$681,000 compared to April of the previous year. Operating expenses were \$2.6 million, a decrease of \$566,000 from the prior year. This results in an operating surplus of approximately \$3 million through April. Other Revenues increased by \$249,000 due to a payment received from FEMA for Hurricane Ian.

Investment Statements

- April concluded with \$18.4 million invested in RBC and \$3.8 million held at Centennial Bank, resulting in total Cash and Investments of \$22.2 million.

Rate Study

- The rate study remains in progress, with the Miscellaneous Fees portion nearing completion. Coordination with Raftelis is ongoing to develop a summary of various rate increase options and their impact on funding capacity. Once the summary is prepared, individual meetings with each board member will be scheduled to review the options in detail. These discussions will provide a clearer understanding of the current position ahead of the planned rate study presentation in July.

FPL

- FPL has announced rate increases, including a 17.62% increase for 2026, with additional increases planned through 2029. These changes will need to be factored into EWD's budget and should be considered when determining future rate adjustments.

9. **ATTORNEY'S REPORT** – **Robert H. Berntsson** - Partner, Bob Benedict Esq. is handling the closing for the Pulte property.
10. **OLD BUSINESS** - None
11. **NEW BUSINESS** - None
12. **PUBLIC COMMENT – ANY TOPIC** William Merrill, Esq., of Icard Merrill, representing Winchester Ranch Development, expressed disappointment that the financial and engineering information was not presented. Mr. Merrill has formally requested copies of these materials. Mr. Merrill indicates the legal issue at hand is not directly related to the engineering aspects, he reiterated his disappointment and emphasized the importance of receiving the information as soon as possible.
13. **BOARD MEMBER COMMENTS**- Ms. Crampton referenced the letter from Winchester Ranch and inquired whether it required review by a committee. Attorney Berntsson advised that such a review was not necessary. Mr. Meals expressed his interest in an upcoming meeting with the rate consultants, emphasizing the need to address these matters promptly and expressed hope for a timely resolution. Chair Gaver reiterated her interest in the smoke testing and inquired whether it would be implemented more often due to its success and efficiency. Mr. Ledford responded that while the current focus is on resolving existing issues, he is also exploring opportunities to expand the use of smoke testing. Chair Gaver also mentioned the upcoming FASD Conference, scheduled for June 15–19. She indicated her intent to attend on select days and encouraged others to attend if possible.
14. **ADJOURN @ 9:10am**

Taylor Meals - Vice Chair

APPROVED/aa

BOARD AGENDA ITEM SUMMARY

5b

MEETING DATE: June 12, 2025

SUBJECT: The Big W Law Attorney's Invoice dated June 2, 2025

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Big W Law Attorney's invoice dated June 2, 2025.**

PURPOSE / JUSTIFICATION: **Legal services rendered.**

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

| | | |
|----------------------------|----|-------------------|
| Amount Budgeted | \$ | 39,000.00 |
| Year to Date Expenditures | \$ | (26,100.00) |
| Total Expenditure Required | \$ | (4,020.00) |
| Remaining in Budget | \$ | <u>8,880.00</u> |

MOTION: **To approve the Big W Law Attorney's invoice dated June 2, 2025, for services rendered May 1, 2025 through May 30, 2025 in the amount of \$4,020.00. Funds to come from water/wastewater revenues.**

Prepared By: **Ashley Aguiar**

Date: **June 5, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **The Big W Law Attorney's invoice dated June 2, 2025**



WIDEIKIS, BENEDICT & BERNTSSON, LLC THE BIG W LAW FIRM

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
aaguiar@ewdfl.com
201 Selma Avenue

Englewood, FL 34223

Legal Services
PO 59648

Received by EWD
on 6/2/25 at 1:56pm
AA

Statement Date: 06/02/2025
Statement No. 36533
Account No. 8.0000

FOR PROFESSIONAL SERVICES RENDERED

| | | | Rate | Hours | |
|------------|-----|--|--------|-------|----------|
| 05/01/2025 | RHB | Attend Mr. Collard unemployment hearing; Email(s) with Ms. Bagley; Email(s) with Mr. Ledford; Email(s) with Mr. Strickroot; Email(s) with Ms. Aguiar. | 300.00 | 1.00 | 300.00 |
| 05/02/2025 | RHB | Email(s) with Ms. Aguiar; Review agenda. | 300.00 | 0.25 | 75.00 |
| 05/06/2025 | RHB | Email(s) with Ms. Aguiar; Email(s) with Mr. Benedict; Email(s) with Mr. Strickroot; Email(s) with Ms. Aguiar; Review agenda. | 300.00 | 0.25 | 75.00 |
| | RCB | Review closing documents, emails and phone calls with Attorney Strickroot. | 300.00 | 3.50 | 1,050.00 |
| 05/07/2025 | RHB | Email(s) with Mr. Strickroot; Email(s) with Mr. Ledford; Email(s) with Mr. Merrill; Review letter from Mr. Merrill; Email(s) with Mr. Oertel; Review detailed voice message from Mr. Oertel; Telephone conference with Mr. Ledford; Email(s) with Mr. Ledford. | 300.00 | 1.00 | 300.00 |
| 05/08/2025 | RHB | Prepare for and attend Board of Supervisors Meeting; Conference with Mr. Ledford; Conference with Mr. Oertel, Mr. Ledford; Email(s) with Mr. Ledford; Email(s) with Mr. Luczynski; Email(s) with Mr. Merrill. | 300.00 | 2.50 | 750.00 |
| 05/09/2025 | RHB | Email(s) with Mr. Ledford; Telephone conference with Mr. Ledford; Email(s) with Ms. Crampton; Email(s) with Mr. Benedict. | 300.00 | 0.50 | 150.00 |
| 05/10/2025 | RHB | Email(s) with Mr. Strickroot; Email(s) with Mr. Benedict. | 300.00 | 0.25 | 75.00 |
| 05/12/2025 | RHB | Telephone conference with Mr. Oertel; Email(s) with Mr. Benedict; Email(s) with Mr. Phewfhad. | 300.00 | 0.25 | 75.00 |
| 05/13/2025 | RHB | Email(s) with Ms. Aguiar; Email(s) with Mr. Benedict; Email(s) with Mr. Phewfhad. | 300.00 | 0.25 | 75.00 |
| 05/14/2025 | RHB | Email(s) with Mr. Melito; Review draft complaint; Email(s) with Mr. Benedict; Email(s) with Mr. Strickroot. | 300.00 | 0.25 | 75.00 |

| | | | Rate | Hours | |
|------------|-----|--|--------|-------|----------|
| 05/15/2025 | RHB | Email(s) with Mr. Phewfhad; Email(s) with Mr. Benedict; Email(s) with Mr. Strickroot; Email(s) with Mr. Ledford. | 300.00 | 0.25 | 75.00 |
| 05/16/2025 | RHB | Email(s) with Mr. Ledford; Email(s) with Mr. Oertel; Telephone conference with Mr. Ledford and Mr. Oertel; Email(s) with Mr. Strickroot; Telephone conference with Mr. Strickroot. | 300.00 | 1.00 | 300.00 |
| 05/20/2025 | RHB | Email(s) with Mr. Oertel. | 300.00 | 0.25 | 75.00 |
| 05/21/2025 | RHB | Email(s) with Mr. Strickroot; Email(s) with Mr. Benedict; Email(s) with Mr. Ledford; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 0.25 | 75.00 |
| 05/22/2025 | RHB | Email(s) with Ms. Aguiar; Email(s) with Mr. Benedict; Email(s) with Mr. Strickroot; Telephone conference with Ms. Shao; Email(s) with Ms. Shao; Email(s) with Mr. Ledford. | 300.00 | 0.50 | 150.00 |
| 05/23/2025 | RHB | Email(s) with Mr. Ledford. | 300.00 | 0.25 | 75.00 |
| 05/28/2025 | RHB | Email(s) with Ms. Aguiar; Email(s) with Ms. Shao; Email(s) with Mr. Benedict; Email(s) with Mr. Ledford. | 300.00 | 0.25 | 75.00 |
| 05/30/2025 | RHB | Email(s) with Ms. Aguiar; Email(s) with Mr. Benedict; Email(s) with Mr. Strickroot; Email(s) with Mr. Ledford. | 300.00 | 0.50 | 150.00 |
| | | For Current Services Rendered | | 13.25 | 3,975.00 |

Recapitulation

| Timekeeper | Hours | Rate | Total |
|------------------|-------|----------|------------|
| Robert Benedict | 3.50 | \$300.00 | \$1,050.00 |
| Robert Berntsson | 9.75 | 300.00 | 2,925.00 |

Advances

| | | |
|------------|---------------------------|------------|
| 05/14/2025 | UPS - Shutts & Bowen, LLP | 45.00 |
| | Total Advances | 45.00 |
| | PREVIOUS BALANCE | \$2,100.00 |
| | Total Current Work | 4,020.00 |

Payments

| | |
|-------------------------------|-------------------|
| Total Payments for 05/14/2025 | -2,100.00 |
| Balance Due | <u>\$4,020.00</u> |

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 06/02/2025
Statement No. 36533

| Billing History | | | | | |
|-----------------|--------------|-----------------|-----------------|-----------------------|-----------------|
| <u>Fees</u> | <u>Hours</u> | <u>Expenses</u> | <u>Advances</u> | <u>Finance Charge</u> | <u>Payments</u> |
| 150,312.50 | 572.76 | 0.00 | 52.80 | 0.00 | 146,345.30 |

BOARD AGENDA ITEM SUMMARY

5d

MEETING DATE: June 12, 2025

SUBJECT: Henderson-Franklin Attorney's Invoice dated February 25, 2025 & May 5, 2025

CATEGORY: X Consent

Discussion

Action

CONTACT PERSON : **Lisa Hawkins**

DEPARTMENT : **Finance**

ITEM: **Request Board approval for payment of the Henderson-Franklin Attorney's invoices dated February 25, 2025 & May 5, 2025**

PURPOSE / JUSTIFICATION: **Legal services rendered.**

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes X no

| | | |
|----------------------------|----|---------------------|
| Amount Budgeted | \$ | \$10,000.00 |
| Year to Date Expenditures | \$ | (\$1,530.00) |
| Total Expenditure Required | \$ | (\$2,527.00) |
| Remaining in Budget | \$ | <u>\$5,943.00</u> |

MOTION: **To approve the Henderson-Franklin Attorney's invoices dated February 25, 2025 & May 5, 2025 for services rendered in the total amount of \$2,127.00. Funds to come from water/wastewater revenues.**

Prepared By: **Ashley Aguiar**

Date: **June 3, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS: **The Henderson-Franklin invoices dated February 25, 2025 & May 5, 2025**



Henderson|Franklin
ATTORNEYS AT LAW

Henderson, Franklin, Starnes & Holt, P.A.
P.O. Box 280
Fort Myers, Florida 33902-0280
Telephone 239-344-1100
EIN 59-1237100

2025 FEB 30 PM 2:12

February 25, 2025

TO: Englewood Water District
Lisa Hawkins
201 Selma Avenue
Englewood, FL 34223

Received by EWD via USPS
on 5/30/25 @ 1pm.
AA

Attorney: Shearman, Brendan J
File No. 22056/6
Invoice No. 817305

Re: Englewood Water District - Audit File
Flat Fee

Professional Services Rendered:

Preparation of Response to Audit Inquiry. \$400.00

TOTAL AMOUNT: \$400.00

CURRENT INVOICE SUMMARY

Summary of Charges Rendered on this Invoice:

| | |
|--|------------------------|
| Current Fees: | 400.00 |
| Current Disbursements: | <u>0.00</u> |
| Total Charges for this Invoice: | <u>\$400.00</u> |
| LESS: Trust Funds Applied to this Invoice | <u>-0.00</u> |
| Balance Due this Invoice | <u>\$400.00</u> |
| Outstanding Accounts Receivable: | <u>0.00</u> |
| TOTAL AMOUNT DUE THIS MATTER: | <u>\$400.00</u> |

HISTORY OF INVOICE(S)
 (Does not include current invoice.)

Lisa Hawkins

| Bill Date | Bill No. | Total Hrs | Fees | Costs | Bill Amount | Pmts Received | Balance Due |
|--------------------------|----------|--------------|-------------------|---------------|-------------------|-------------------|---------------|
| 03/10/21 | 740110 | 5.00 | 400.00 | 0.00 | 400.00 | (400.00) | 0.00 |
| 03/09/22 | 761429 | 4.00 | 400.00 | 0.00 | 400.00 | (400.00) | 0.00 |
| 02/08/23 | 779411 | 2.00 | 400.00 | 0.00 | 400.00 | (400.00) | 0.00 |
| 02/07/24 | 799128 | 0.50 | 400.00 | 0.00 | 400.00 | (400.00) | 0.00 |
| PREVIOUS INVOICE TOTALS: | | <u>11.50</u> | <u>\$1,600.00</u> | <u>\$0.00</u> | <u>\$1,600.00</u> | <u>\$1,600.00</u> | <u>\$0.00</u> |



May 5, 2025

TO: Englewood Water District
Heather Bagshaw
201 Selma Avenue
Englewood, FL 34223

Received by EWD on
5/9/25 at 12:15pm
AA

Attorney: Atwood, Scott E
File No. 22056/9
Invoice No. 820568

Re: Englewood Water District - Miscellaneous Employment Advice

Services:

| | | | | |
|----------|---|--------------------------------|------|---------|
| 04/03/25 | Correspondence with client re: unemployment hearing | Atwood, Scott E Shareholder | 0.20 | 102.00 |
| 04/03/25 | Research and review Texas Unemployment Insurance Program. | Tackett, Kelly N Associate | 0.60 | 171.00 |
| 04/07/25 | Review hearing procedures for Texas Unemployment Appeals. | Tackett, Kelly N Associate | 0.60 | 171.00 |
| 04/08/25 | Prepare for and attend unemployment hearing for Mr. Collard; telephone conferences with client re: same | Atwood, Scott E Shareholder | 2.30 | 1173.00 |
| 04/11/25 | Prepare for and attend unemployment hearing; telephone conference with client re: same | Atwood, Scott E Shareholder | 1.00 | 510.00 |

TIMEKEEPER SUMMARY

| RANK | TIMEKEEPER | HRS. | RATE | AMOUNT |
|-------------|-------------------|-------------|-------------|---------------|
| Associate | Tackett, Kelly N | 1.20 | 285.00 | \$342.00 |
| Shareholder | Atwood, Scott E | 3.50 | 510.00 | \$1785.00 |

TOTAL FEES: 2,127.00

Disbursements:

** NO DISBURSEMENTS WERE CHARGED TO THIS MATTER IN THE CURRENT BILLING PERIOD**

TOTAL AMOUNT: \$2,127.00

CURRENT INVOICE SUMMARY

Summary of Charges Rendered on this Invoice:

| | |
|--|---------------------------------|
| Current Fees: | 2,127.00 |
| Current Disbursements: | 0.00 |
| Total Charges for this Invoice: | <u>\$2,127.00</u> |
| LESS: Trust Funds Applied to this Invoice | -0.00 |
| Balance Due this Invoice | <u>\$2,127.00</u> |
| Outstanding Accounts Receivable: | <u>\$0.00</u> |
| TOTAL AMOUNT DUE THIS MATTER: | <u><u>\$2,127.00</u></u> |

CURRENT TRUST ACTIVITY

Payment for services is due upon receipt of Invoice

Please make your check payable to
Henderson, Franklin, Starnes & Holt, P.A.
Please indicate our file number of 22056/9 and remit to
P.O. Box 919765
Orlando, Florida 32891-9765

BOARD AGENDA ITEM SUMMARY

6a

MEETING DATE: June 12, 2025

SUBJECT: Meter Removal Request - 1770 Gulf Blvd.
Englewood, FL 34223

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: **Jordan Chunco**

DEPARTMENT: **Customer Services**

ITEM: **Meter Removal Request - 1770 Gulf Blvd. Englewood, FL 34223**

PURPOSE / JUSTIFICATION: Mr. Champavannarath is a homeowner of Unit 2 at 1770 Gulf Blvd., formerly El Galeon Gulf, has requested the meter be removed for the 12-unit condominium complex. Mr. Champavannarath deemed the complex as being condemned and uninhabitable. Due to new building code requirements mandating elevated reconstruction, rebuilding is not financially feasible. The condominium association is in the process of dissolution, and the property is being prepared for sale. A request was submitted to discontinue water service and eliminate the ongoing \$700 monthly base facility charge. Englewood Water District advised that, under current policy, a demolition permit is required for the parcel to be classified as “undeveloped,” which is necessary to stop the charges. The requestor inquired about possible alternatives or waivers, noting that there is no intended use of water service and that meters and water fixtures are buried under several feet of sand.

A discussion was held between Mr. Ledford, Administrator; Chair Gaver; and Mr. Chunco, Customer Services Manager, during which it was determined that, under EWD’s current policy, monthly base charges must be maintained. The customer has requested this matter be referred to the Board.

Board direction is warranted regarding the current meter removal policy as it applies to condemned, uninhabitable properties—specifically in cases where no water service is being used and demolition is not immediately feasible. The discussion aims to address concerns raised by property owners facing substantial monthly charges under unique circumstances and to ensure consistent and fair application of policy while maintaining the integrity of District regulations and procedures.

MOTION: To Be Determined

Prepared By: **Ashley Aguiar**

Date: **June 5, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS:

- **Meter Removal Request Emails**
- **50% FEMA Rule**
- **Meter Removal Request Form**
- **Customer Rules & Regulations Policy (Section 14.0 only)**

Ashley Aguiar

From: Lani Gaver
Sent: Thursday, May 15, 2025 7:11 AM
To: Ashley Aguiar
Subject: Fwd: Meter Removal Request 1770 Gulf Blvd. Englewood, FL

Good morning. This customer reached out to me. I would like to discuss this at the next meeting if we don't resolve it before hand. I will talk to Jordan and Keith next week. Lani
Sent from my iPhone

Begin forwarded message:

From: Kon Champ <kon.champ@gmail.com>
Date: May 14, 2025 at 3:54:22 PM EDT
To: Lani Gaver <lgaver@ewdfl.com>, April Woods <aprilwoodscary@gmail.com>, Kathy Dressel <kathy@myflmanager.com>, Barb Vitolo <barbv@myflmanager.com>
Subject: Fw: Meter Removal Request 1770 Gulf Blvd. Englewood, FL

Hi Lani,

I hope this can be a topic of discussion at the next meeting. We're a 12 unit condo complex currently in the process of terminating the association and will be putting our property up for sale. With the new code requirement of going up one floor, we cannot afford to rebuild. We have a \$700 per month water service fee. We also cannot disconnect it without a demo permit. Is there anyway owners like us could waive this demo requirement or any other options? We feel stuck.

Would appreciate your help.

Kon Champavannarath
Board Member
El Galeon Gulf
1770 Gulf Blvd.
Englewood, FL 34223

863-804-5276

From: Kon Champ
Sent: Wednesday, May 14, 2025 3:00 PM
To: Jordan Chunco; aprilwoodscary@gmail.com; kathy@myflmanager.com; barbv@myflmanager.com

Cc: Christine Mullan

Subject: Re: Meter Removal Request Form

Thanks Jordan,

This property is currently condemned, it is inhabitable. The new code requires us to go up one floor which means we would need to rebuild. I'm struggling with the fact that we are forced to have water services at \$700 per month or demo the building. We intend to sell this property and have no planned use of water, you can't even find the water meters or water faucets because its all covered with 3 to 4 ft of sand.

No one will be trying to use the water here.



From: Jordan Chunco

Sent: Wednesday, May 7, 2025 5:40 PM

To: kon.champ@gmail.com; aprilwoodscary@gmail.com; kathy@myflmanager.com; barbv@myflmanager.com

Cc: Christine Mullan

Subject: RE: Meter Removal Request Form

Good Evening Kon,

I believe your goal is to stop the monthly base facility charges. If that is the case, a parcel must be “undeveloped” in order to discontinue paying the base facility charges. A demo permit is required to move forward with removing the meter with the intent to stop paying base charges. We have a short FAQ on our website (<https://englewoodwater.com/hurricane-frequently-asked-questions/>) that has some related information, as well as our complete Rules and Regulations here: https://englewoodwater.com/forms/Customr_Rules_and_Regulations.pdf. Let me know if you have a different end goal in mind or if you have any questions.

Best,

Jordan Chunco
Customer Service Manager
Ph. 941.474.3217 , Fax 941.460.1025
201 Selma Ave, Englewood, FL 34223
Englewood Water District
www.inglewoodwater.com

Our office is closed on Mondays

Our hours are Tuesday - Friday 7:00am to 5:00pm

CodeRED Emergency Notifications - inglewoodwater.com/codered/

All emails sent to and from Englewood Water District are subject to the public record laws of the State of Florida.

From: Christine Mullan <cmullan@ewdfl.com>
Sent: Wednesday, May 7, 2025 4:17 PM
To: Jordan Chunco <jchunco@inglewoodwater.com>
Subject: FW: Meter Removal Request Form

Thank you,

Christine Mullan - Customer Service
Main: 941.474.3217 / Fax: 941.460.1025 / Toll Free: 866.460.1080
201 Selma Ave, Englewood, FL 34223
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From: Kon Champ <kon.champ@gmail.com>
Sent: Wednesday, May 7, 2025 2:52 PM
To: Christine Mullan <cmullan@ewdfl.com>; April Woods <aprilwoodscary@gmail.com>; Kathy Dressel <kathy@myflmanager.com>; Barb Vitolo <barbv@myflmanager.com>
Subject: Re: Meter Removal Request Form

Thank you Christine,

So just to confirm our conversation, because our building is uninhabitable, we can disconnect and cap the water services without the need for a demo permit. It looks like EWD can also cap it for us without the need to hire a plumbing company? If so, I did not see what the cost for this. I've copied our Association President and our Property Manager.

Thank you!

Kon
El Galeon Gulf
1770 Gulf Blvd. Unit 2
Englewood, FL 34223

From: Christine Mullan
Sent: Wednesday, May 7, 2025 7:33 AM
To: kon.champ@gmail.com
Subject: Meter Removal Request Form

Good morning,

To stop monthly water service charges, please submit the following:

- A copy of your valid photo ID
- A signed request form for water meter removal (attached)

You may submit the documents by any of the following methods:

- Email: info@englewoodwater.com
- Fax: 941-460-1025
- Mail: 201 Selma Ave, Englewood, FL 34223

If the sewer line needs to be capped, a plumber must schedule a time for our team to meet on site and verify that the capping was done properly. We ask that the plumber call at least 48 hours in advance to schedule an appointment. If you prefer to have EWD do the capping, the associated charges will be added to the account's final bill.

Please note that when the property is redeveloped, the owner will be responsible for paying the current Capital Capacity Fees in order to reestablish service.

Please let us know if you have any questions or need assistance.

Kind regards,

Christine Mullan - Customer Service
Main: 941.474.3217 / Fax: 941.460.1025 / Toll Free: 866.460.1080

Ashley Aguiar

From: Jordan Chunco
Sent: Friday, May 23, 2025 3:19 PM
To: Ashley Aguiar
Subject: FW: Meter Removal Request Form
Attachments: 50-percent-fema-rule.pdf; Meter Removal Request Form 10 2024.pdf

Ashley, Kon sent the below email and attached 50-percent fema rule pdf form. I've asked for any documentation they may have received that is specific to their property and will update if I get anything.

Here is the link to the same information:

50% Rule: <https://www.charlottecountyfl.gov/departments/community-development/building-construction/50-percent-fema-rule.stml>

EWD Rules and Regs:

“14.4 Upon Customer request, a meter may be removed from an undeveloped parcel in order to discontinue paying base facility charge(s). Any CCC's AGRF, assessments or other charges/fess assessed at the time service was applied for will not be refunded. It will be credited to the parcel as described on the application for service. When subsequent application for service to the same parcel is received, the current CCC's for that service will be due, less the amount previously credited to the property.”

Meter removal request form attached.

Jordan Chunco
Customer Service Manager
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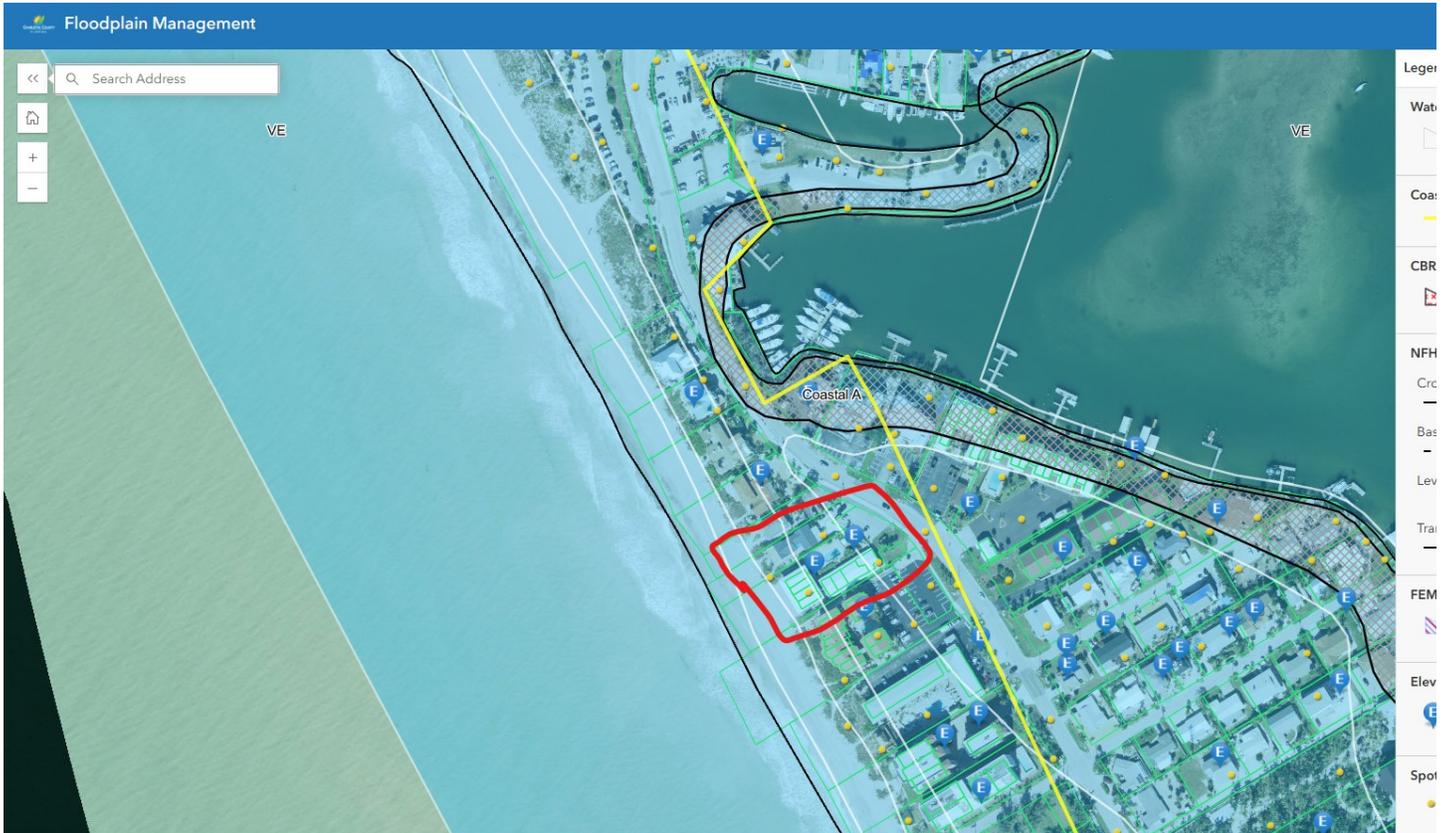
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From: Kon Champ <kon.champ@gmail.com>
Sent: Friday, May 23, 2025 3:02 PM
To: Jordan Chunco <jchunco@inglewoodwater.com>; aprilwoodscary@gmail.com; kathy@myflmanager.com; barbv@myflmanager.com
Cc: Christine Mullan <cmullan@ewdf.com>
Subject: Re: Meter Removal Request Form

Thanks for chatting with me Jordan,

Please see attached regarding FEMAs new 50% rule. The attached PDF is what owners received, explaining this rule.

<https://www.charlottecountyfl.gov/departments/community-development/building-construction/50-percent-fema-rule.stml>



Flood Zone, El Galeon Gulf 1770 Gulf Blvd. Englewood, FL

From: Jordan Chunco <jchunco@englewoodwater.com>
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To: kon.champ@gmail.com <kon.champ@gmail.com>; aprilwoodscary@gmail.com <aprilwoodscary@gmail.com>; kathy@myflmanager.com <kathy@myflmanager.com>; barbv@myflmanager.com <barbv@myflmanager.com>
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Best,

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201 Selma Ave, Englewood, FL 34223

Englewood Water District

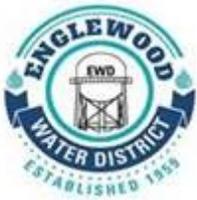
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Package for FEMA 50% Rule – Substantial Damage/Substantial Improvement

Notice to Property Owners

If your home or business is below the 1% chance flood (aka the 100-year flood elevation) plus 1 foot as adopted by the Florida Building Code 8th Edition, then we have flood damage prevention regulations that may affect how you remodel, renovate, or add on to your building. If your home or business sustained structural and/or interior damage, these regulations may affect how you rebuild. These laws are required by the National Flood Insurance Program and the Florida Building Code to protect lives and investment from future flood damages. Our community adopted and enforces these laws for federally backed flood insurance to be made available to our residents and property owners.

If the lowest floor of the structure, including electrical and mechanical equipment, is already above the Florida Building Code required elevation (one foot above base flood elevation), the building is considered compliant and can be repaired or reconstructed without having to comply with the 50% Rule. An elevation certificate is required to demonstrate compliance with current regulations.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value or replacement cost of the structure before the damage occurred. (The cost of the repairs must include all costs necessary to fully repair the structure to its "before damage" condition.)

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. If a building is "substantially damaged" or "substantially improved," it must be brought into compliance with the flood damage prevention regulations, including elevating the building to or above the 1% chance flood level plus 1 foot.

In accordance with National Flood Insurance Program requirements, our community is responsible for determining "substantial damage" and "substantial improvement." The procedures for making these determinations are outlined on the following pages.

We will use an approximate market value provided by the Charlotte County Property Appraiser. This value is not listed on the Property Appraiser's website and needs to be requested specifically for your structure. If you disagree with the Property Appraiser's valuation of the structure, you may retain a private appraiser licensed by the State of Florida to submit a comparable property appraisal for the total market value of the structure. The appraiser must follow the FEMA guidelines for appraising structures for the 50% rule.

Please provide a detailed cost estimate for any additions, remodeling, reconstruction, or repairs needed for your home. This estimate must be complete, prepared, and signed by a licensed general contractor. The contractor should also sign an affidavit confirming that the estimate covers all damages and improvements to your home, not just structural repairs. Be sure to submit this signed document with your package. If you, as the owner, are acting as your own contractor, you are responsible for submitting the cost estimate along with documentation to support it, including bids from any subcontractors. The breakdown sheet must be filled out showing the cost of materials and labor. If a contractor is performing the work, "Overhead and Profit" on Line 22 **must** be filled out to avoid a delay in the review.

We will review the cost of improvements or repairs to ensure they are fair and reasonable. For damage repairs, we can use pre-storm prices and rates as provided by the contractor. The cost estimate should only include items considered a permanent part of the structure. It should not include items such as plans, surveys, permits, sidewalks, pools, screens, sheds, gazebos, fences, or other non-permanent features (see list below for details).

Phased repairs and/or improvements are strongly discouraged. The terms "phased repair" or "phased improvement" refer to a single repair or improvement that is broken into parts. For several reasons, owners may wish to schedule anticipated repairs or improvements over a period of time and may request separate permits for each phase. For example, an owner may seek to restore power to a damaged structure before proceeding with the building's repairs, or they might choose to replace the air conditioning system before tackling other repairs. Charlotte County is taking measures to ensure that phased improvements do not circumvent the substantial improvement requirements. Plans reviewers will be verifying to see if the work described in a permit application adequately identifies all the work required to complete the improvement or repair. A permit application is a legal document; it is the applicant's responsibility to accurately complete the application. If phased

repairs are done, the values of all permits to return the structure to "pre-storm conditions" will be counted towards the 50% review evaluation. For improvements, any open permits will be counted towards the 50% rule evaluation.

If your home is determined to have "substantial damage" or is proposed to be "substantially improved," then an elevation certificate must be submitted to us to determine the lowest floor, electrical, and mechanical equipment elevation. The Florida Building Code requires these elements be at least one foot above the base flood elevation. Garages and carports are not considered to be the "lowest floor." If the lowest floor is below the 1% chance (aka the 100-year flood elevation) plus 1 foot, the building must be elevated to, or above, that level. Likewise, all electrical and mechanical equipment (heating and cooling, etc.), bathrooms, and laundry rooms must be elevated to at least 1 foot above the 1% chance flood level. Only parking, building access, and limited, incidental storage is allowed below this level. Non-residential buildings may be "flood-proofed" instead of being elevated.

Building plans must be prepared to show how the building is to be elevated. If located in a FEMA designated V-zone, Coastal A zone, or if the building is to be flood-proofed, these plans must be prepared and certified by a registered professional engineer or architect. Certificates for this purpose are available from the Community Development Department.

IMPORTANT NOTE ON DONATED MATERIALS AND VOLUNTEER LABOR: The value placed on materials should be equal to the actual or estimated cost of all materials to be used. Where materials or servicing equipment are donated or discounted below normal market values, the value should be adjusted to an amount equivalent to that estimated through normal market transaction.

Self or Volunteer Labor: The value placed on labor should be equal to the actual or estimated labor charge for repairs of all damages sustained the structure. Where non-reimbursed (volunteer) labor is involved, the value of the labor should be estimated based on applicable minimum hourly wage scales for the type of construction work to be completed. This value is \$20 per hour minimum for our area.

The Cost Estimate of Reconstruction/Improvement Form must be prepared by and signed by the contractor or by the owner if the owner acts as the contractor. Owners who act as their own contractors must estimate their labor cost at the current market value for any work they intend to perform.

- A. Subcontractor bids may be used for any material and/or labor cost breakdown – include donations and volunteer labor.
- B. Cost backup must be provided for every line-item entry. For all other costs, you must list the quantity of materials to be installed and their unit cost on a separate sheet that references the line number. For example, the backup documentation may contain a section, "Drywall to be Installed (Line 10)":

| | <u>This Sheet (Line 10)</u> | <u>Separate Sheet</u> | |
|-------------------|-----------------------------|---|--------------|
| Materials: | 2,000.00 | 1,000 sq ft 1/2" drywall @ \$2.00/sq. ft. | = \$2,000.00 |
| Labor: | 320.00 | 16MH to hang drywall @ \$20.00/MH | = \$320.00 |

Items Required to Evaluate Your 50% Rule Package

***Applicant must submit all of the following below – please check off each item.**

- 1. Completed and Signed 50% Rule Package** for substantial damage/improvement review (this package)
- 2. Items Included/Excluded Checklists** (included in package)
- 3. One of the following:**
 - Property Owner's Substantial Damage/Substantial Improvement Affidavit** signed, notarized, and dated (included in package)
 - Contractor's Substantial Damage or Substantial Improvement Affidavit** signed, notarized, and dated (included in package)
- 4. Estimated cost** of reconstruction/improvement form (included in package) and all required backup documentation. Include subcontractor's bids and itemized cost lists (see note on Cost Estimate Form).

Substantial Damage or Substantial Improvement Review Package

Property Address: _____

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Phone Number: _____

Contractor's Name: _____

Contractor's Address: _____

Contractor's Phone Number: _____

Flood Zone (if known): _____ Base Flood Elevation (if known): _____

Lowest Floor Elevation (if known): _____ *(Excluding garage or carport)*

Check one of the following for the building value:

I am attaching a State Certified Appraiser's report, valuing the structure.

I choose to use of the valuation of my property provided by the Charlotte County Property Appraiser. If you do not already have this value, you can request it by emailing the Property Appraiser at RP@CharlotteCountyFL.gov. This value is not listed on the Property Appraiser's website and needs to be requested specifically for your structure.

Items Included & Excluded Checklist

Items Included – Please check off each line. All lines are required to be checked.

All Structural Elements:

- Included N/A Spread or continuous foundation footings and pilings
Included N/A Monolithic or other types of concrete slabs
Included N/A Bearing walls, tie beams and trusses
Included N/A Wood or reinforced concrete decking or roofing
Included N/A Floors and ceilings
Included N/A Attached decks and porches
Included N/A Interior partition walls
Included N/A Exterior wall finishes (e.g., brick, stucco or siding) including painting and decorative moldings
Included N/A Windows and doors
Included N/A Re-shingling or re-tiling a roof
Included N/A Hardware

All Interior Finish Elements:

- Included N/A Tiling, linoleum, stone, or carpet over sub-flooring
Included N/A Bathroom tiling and fixtures
Included N/A Wall finishes (e.g., drywall, painting, stucco, plaster, paneling, marble, or other decorative finishes)
Included N/A Kitchen, utility, and bathroom cabinets
Included N/A Built-in bookcases, cabinets, and furniture
Included N/A Hardware

All Utility and Service Equipment:

- Included N/A HVAC equipment
Included N/A Repair or reconstruction of plumbing and electrical services
Included N/A Light fixtures and ceiling fans
Included N/A Electrical devices (e.g. plugs and/or switches)
Included N/A Security systems
Included N/A Built-in kitchen appliances
Included N/A Central vacuum systems
Included N/A Water filtration, conditioning or recirculation systems

Also:

- Included N/A Labor and other costs associated with demolishing, removing or altering building components
Included N/A Overhead and profit (N/A if owner-builder)

Items Excluded

Items that can be excluded are those that are not directly associated with the building. The following list characterizes the types of costs that may be excluded:

- Trash and debris removal. (e.g., removal of debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees), and clean-up (e.g., dirt and mud removal, building dry out, etc.)
- Land survey costs
- Costs to obtain or prepare plans and specifications
- Permit fees and inspection fees
- Items not considered real property such as throw rugs (carpeting over finished floors), furniture, refrigerators, appliances which are not built-in, etc.
- Outside improvements: Landscaping, irrigation, sidewalks, driveways, fences, yard lights, swimming pools, pool enclosures, and detached accessory structures (e.g., garages, sheds, and gazebos)

**Cost Estimate of Reconstruction/Improvement Form
Itemized List**

Property Address: _____ Date: _____

This cost estimate of reconstruction/improvement must be prepared by and signed by the contractor or by the owner if the owner acts as the contractor. Owners who act as their own contractors must estimate their labor cost at the current market value for any work they intend to perform.

| | Subcontractor Bids | Contractor or Owner Estimates | |
|-----------------------------------|--------------------------|-------------------------------|--------------------------|
| | Bid Amounts ¹ | Material Costs ² | Labor Costs ² |
| 1. Masonry | | | |
| 2. Carpentry Material (rough) | | | |
| 3. Carpentry Labor (rough) | | | |
| 4. Roofing | | | |
| 5. Insulation and Weather Strip | | | |
| 6. Exterior Finish (stucco) | | | |
| 7. Doors, Windows, Shutters | | | |
| 8. Lumber Finish | | | |
| 9. Hardware | | | |
| 10. Drywall | | | |
| 11. Cabinets (built-in) | | | |
| 12. Floor Covering | | | |
| 13. Plumbing | | | |
| 14. Shower, Tub, Toilet | | | |
| 15. Electrical and Light Fixtures | | | |
| 16. Concrete | | | |
| 17. Built-In Appliances | | | |
| 18. HVAC | | | |
| 19. Paint | | | |
| 20. Solar Panels and Equipment | | | |
| 21. Soffits | | | |
| 22. Demolition | | | |
| 23. Overhead and Profit | | | |
| | | | |
| Subtotals | | | |
| Total Estimate Cost | | | |

¹ Subcontractor bids may be used for any material and/or labor cost breakdown

² Include a current market value for donations and volunteer labor

Signature of Owner or Contractor

Print Name of Owner or Contractor

Property Owner's Substantial Damage or Substantial Improvement Affidavit
(To be completed only if the property owner is acting as their own contractor)

Property Address: _____
Property Owner's Name: _____
Property Owner's Address: _____
Property Owner's Phone Number: _____

I hereby attest that the list of work and cost estimate submitted with my Substantial Damage or Substantial Improvement Application reflects **ALL OF THE WORK TO BE CONDUCTED** on the subject structure including all additions, improvements and repairs and, if the work is the result of Substantial Damage, this work will return the structure at least to the "before damage" condition and bring the structure into compliance with all applicable codes. Neither I, nor any contractor or agent, will make any repairs or perform any work on the subject structure other than what has been included in the attached list.

I UNDERSTAND THAT I AM SUBJECT TO ENFORCEMENT ACTION, WHICH MAY INCLUDE FINES, IF ANY INSPECTION OF THE PROPERTY REVEALS THAT I, OR MY CONTRACTOR, HAVE MADE REPAIRS OR IMPROVEMENTS NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS OR THE APPROVED BUILDING PLANS.

Signature of Property Owner

State of Florida, County of Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. _____

Signature of Notary

Contractor's Substantial Damage or Substantial Improvement Affidavit

Property Address: _____
Contractor's Name: _____
Contractor's License Number: _____
Contractor's Email: _____
Contractor's Phone Number: _____

I hereby attest that I, or a member of my staff, personally inspected the subject property and produced the attached itemized list of repairs, reconstruction and/or remodeling which are hereby submitted for a Substantial Damage or Substantial Improvement Review. The list of work contains **ALL OF THE WORK TO BE CONDUCTED** on the subject property. If the property sustained Substantial Damage, this list of work will return the structure to at least its condition prior to damage and bring the structure into compliance with all applicable codes. I further attest that all additions, improvements, or repairs proposed for the subject building are included in this estimate and that neither I, nor any contractor or agent representing me, will make any repairs or perform any work on the subject structure other than what has been included in the attached list.

I UNDERSTAND THAT I AM SUBJECT TO ENFORCEMENT ACTION, WHICH MAY INCLUDE FINES, IF ANY INSPECTION OF THE PROPERTY REVEALS THAT I, OR MY CONTRACTOR, HAVE MADE REPAIRS OR IMPROVEMENTS NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS OR THE APPROVED BUILDING PLANS.

Signature of Contractor

State of Florida, County of Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. _____

Signature of Notary



ENGLEWOOD WATER DISTRICT
201 Selma Avenue - Englewood, Florida 34223-3443
(941) 474-3217 - Fax: (941) 460-1025
TOLL FREE (866) 460-1080
E-mail: info@englewoodwater.com

METER REMOVAL REQUEST FORM

Date: _____

Account Number: _____ Demolition Date (if applicable): _____

Property Address: _____

Parcel ID: _____

I _____ owner of above said property, wish to have the water meter removed and, if applicable, the sewer service capped. I understand there are meter removal and sewer cap charges that will be added to the final bill (see the Customer Rules and Regulations for current rates).

I understand the parcel has the following credit(s) for Capital Capacity Charges:

Water \$ _____ Sewer \$ _____

Any current payment schedules in place with Englewood Water District (EWD) will continue as billed by EWD or via the County Tax Collector. All liens will stay in place until they are paid in full.

A Final Bill for service will be processed once the meter has been removed, the sewer capped (if applicable) and the account terminated. An EWD technician is required to be on site when the sewer is capped. Contact our office for sewer cap procedures. The account will be considered closed when all outstanding rates, fees and charges are paid in full.

Payment of all applicable charges and fees for service will be due, less any amounts previously credited to the property, when subsequent application for service to the parcel is received. See the Customer Rules and Regulations for current Capital Capacity Charges.

Owner Signature: _____

Final Bill Address: _____

Telephone Number: _____

Photo ID and copy of demo permit (if applicable) required with form submission.



MEMORANDUM

To: Keith R. Ledford, Jr., P.E.
 From: Heather M. Ripley, P.E.
 Kimley-Horn and Associates, Inc.
 Date: April 23, 2025
 Subject: Winchester Ranch Evaluation

Three scenarios were evaluated to assess the improvements required for the Englewood Water District (EWD) wastewater collection system and treatment plant based on the Wellen Park development being served by either EWD or the City of North Port. Scenario No. 1 evaluated the wastewater system with the sewer flows in the EWD service area to be treated by EWD. Scenario 2 was with the wastewater from Wellen Park Phases 1 and 2 to be treated by the City of North Port, and EWD will collect and treat the remaining three Wellen Park phases along with the rest of the EWD service area. Scenario 3 was with the City of North Port collecting and treating all of the wastewater from Wellen Park.

The most recent Equivalent Residential Counts (ERCs) for the EWD service area, were utilized to predict the future wastewater flow over the next twenty years. The flows were based on 157 gallons per day (gpd) per ERC. Table 1 summarizes the scenario flows according to the anticipated time of service. The table also illustrates the receiving entity for each scenario.

Table 1: Existing and Projected Wastewater Flow Summary

| Flow Scenario | Receiving Entity | Estimated Total Flow (mgd) | | | | | |
|--|------------------|----------------------------|-----------|------------|-------------|-------------|-----------|
| | | 2024 Existing | 0-5 Years | 5-10 Years | 10-15 Years | 15-20 Years | 20+ Years |
| No. 1 – Everything Served by EWD | EWD | 1.80 | 2.92 | 3.36 | 3.78 | 4.01 | 4.01 |
| No. 2 – NP to Serve Wellen Park 1&2, EWD everything else | EWD | 1.80 | 2.53 | 2.97 | 3.39 | 3.62 | 3.62 |
| | CONP | -- | 0.39 | 0.39 | 0.39 | 0.39 | 0.39 |
| No. 3 – NP to Serve Wellen Park 1-5, EWD everything else | EWD | 1.80 | 2.53 | 2.67 | 2.99 | 3.23 | 3.23 |
| | CONP | -- | 0.39 | 0.70 | 0.79 | 0.79 | 0.79 |



In comparison with the 2021 Sewer Master Plan, the new wastewater flows are anticipated to be less than the previous flows projected. Based on these updated flows, it is not believed to be as advantageous to operate two separate wastewater facilities due to operational and maintenance costs and staffing. Therefore, the improvements that are being summarized in this memorandum are based on Scenario1 of the Master Plan, with all wastewater flow going to the existing South Water Reclamation Facility (S WRF).

To send the flows from the north to the S WRF would require an additional forcemain. For this evaluation of the flows, a forcemain route paralleling the Florida Power and Light (FPL) easement and down Winchester Boulevard would be the most beneficial for construction purposes. All other routes would require construction, disruption, and potentially utility relocations to existing developed areas. The forcemain will require easements in properties outside of the existing County Rights of Way. To accompany the forcemain, a booster pump station will be needed to send the wastewater flows to the S WRF.

For the S WRF, all scenarios require near-term improvements to maintain compliance and operations of the facility. Process improvements are recommended to maintain the existing 3.4 mgd permitted capacity. To accommodate the planned wastewater flows and plant reliability, a two-phase expansion plan is recommended to utilize the existing equipment for as long as possible. The estimated plant sizes have been conservatively estimated with 80% operational capacity, using 157 gpd per ERC. However, as stated in the Sewer Master Plan, existing EWD customers utilize less than the projected flows and are approximately 100 gpd per ERC.

The anticipated project costs were developed for each flow scenario and are summarized in Table 2.

Table 2: Estimated Scenario Costs

| Flow Scenario | Estimated Costs | | |
|--|-----------------|---------------|----------------|
| | 0 – 5 Years | 5 – 15 Years | Total |
| No. 1 – Everything Served by EWD | \$ 99,561,580 | \$ 76,250,000 | \$ 175,811,580 |
| No. 2 – NP to serve Wellen Park 1&2, EWD everything else | \$ 68,625,000 | \$ 87,528,000 | \$ 156,153,000 |
| No. 3 – NP to serve Wellen Park 1-5, EWD everything else | \$ 61,000,000 | \$ 79,903,000 | \$ 140,903,000 |

Scenario1 in the Sewer Master Plan, with all the wastewater going to the South WRF, was estimated to cost \$150,336,000 based on 2021 dollars. Additionally in 2021, the cost per gallon was between \$17-20, while the current cost estimates based on recent construction projects are approximately \$30.50 per gallon. To avoid further escalation, it is recommended that the design, permitting and construction begin as soon as possible.

Scenario No. 1 Everything is Serviced by EWD

For Scenario No. 1, the EWD would service all of the Englewood Water District service area. The projected flows are anticipated to be up to 4.01 mgd in 15 – 20 years. The flow summary is provided in **Table 1**, and a graph showing the system flow and WRF Capacity is in **Figure 1**.

Table 1: Scenario No. 1 - Projected Average Daily Flows

| Flow Scenario | Receiving Facility | Estimated Total Flow (mgd) | | | | | |
|---|--------------------|----------------------------|-----------|------------|-------------|-------------|-----------|
| | | 2024 Existing | 0-5 Years | 5-10 Years | 10-15 Years | 15-20 Years | 20+ Years |
| Scenario No. 1 - Everything Served by EWD | EWD | 1.80 | 2.92 | 3.36 | 3.78 | 4.01 | 4.01 |

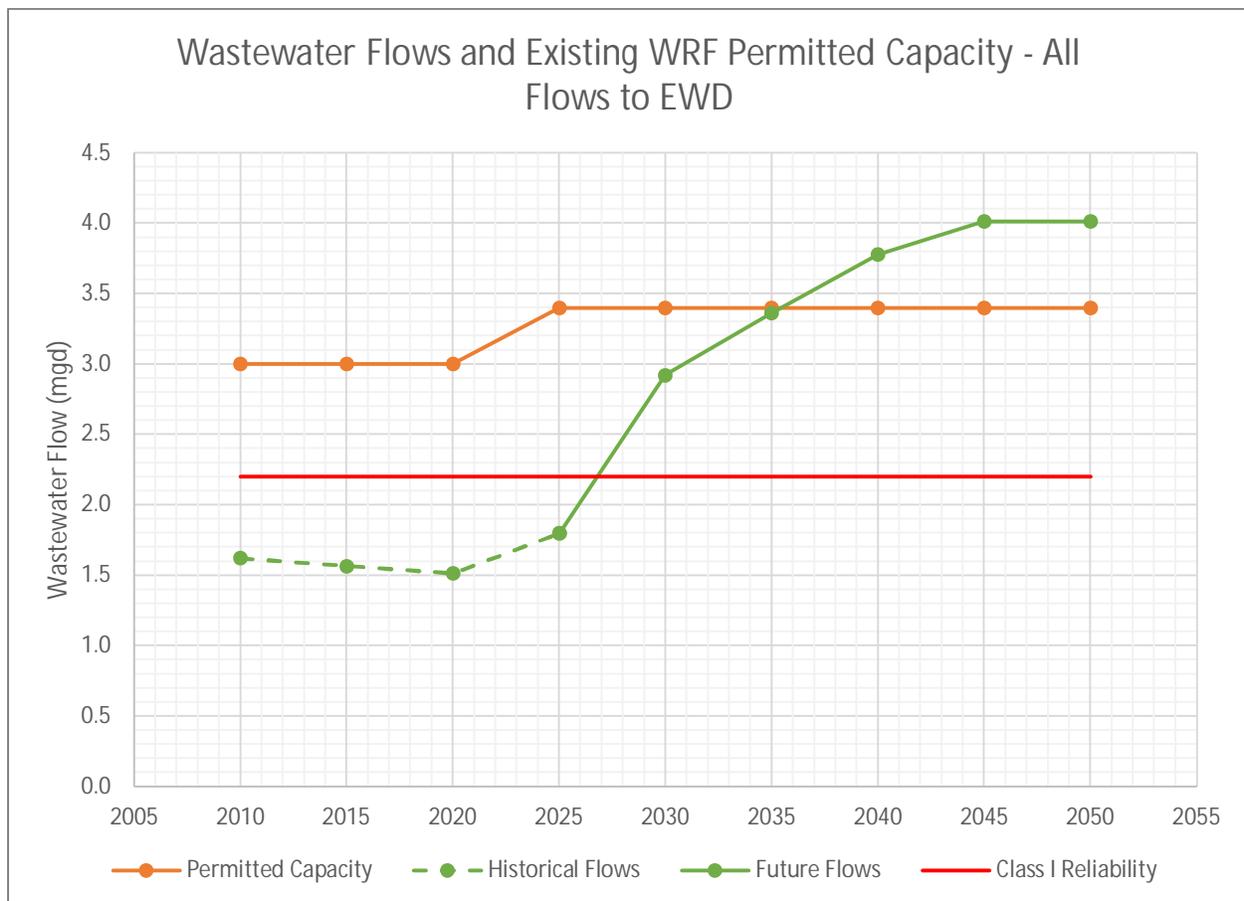


Figure 1: Scenario No. 1 – Wastewater Flows and Existing WRF Permitted Capacity

To convey these flows to the South WRF, a booster pump station and dedicated force main will be required to send the Sarasota flows to the existing WRF. For the WRF, this scenario requires near-term improvements to maintain compliance and operations of the facility. Major process improvements are recommended to maintain the existing 3.4 mgd permitted capacity. To accommodate the planned wastewater flows and plant reliability, a two-phase expansion plan is recommended to utilize the existing equipment as long as possible for existing and future flows and to ultimately expand the plant to 5.0 mgd. The near-term (0-5 years), and long-term (> 5 years) needed improvements are listed in **Table 2**. All listed opinions of costs are provided for budgetary purposes and are represented in 2025 dollars.

Table 2: Scenario No. 1 - Needed Improvements

| ID | Project | Phase | Estimated Project Cost | Project Description |
|---------------------|--|--------------|------------------------|---|
| FM-01, HV-02, HV-03 | Install BPS and Parallel Force Main to South WRF | 0 - 5 Years | \$23,311,580 | Install BPS and approx. 7.6 miles of equivalent 24-inch force main |
| WRF-01 | Phase 1 of South WRF Upgrades and Expansion | 0 - 5 Years | \$ 76,250,000 | Design and construct Phase 1 of 5.0 MGD WRF Expansion. Project includes advanced treatment, onsite SCADA, PLC upgrades, replacing chlorine contact basin, new dewatering facility, blowers, gas to liquid chlorine conversion, and decommissioning Plants 1 and 2 |
| WRF-02 | Phase 2 of South WRF Upgrades and Expansion | 5 - 10 Years | \$ 76,250,000 | Design and construct Phase 2 of 5.0 MGD WRF Expansion. Project includes advanced treatment, replacing ATS 1 – 3, main electrical equipment for services 1 – 3, telecom fibers, and decommissioning Plants 3 and 4 |

This flow scenario requires near-term and long-term improvements to maintain compliance and operations of the facility, to account for future flows and growth and to provide system reliability while reducing higher operational pumping costs. **Table 3** summarizes the estimated total cost for the projects associated with Scenario 1.

Table 3: Scenario No. 1 – Estimated Projects Costs

| Anticipated Term | Estimated Costs |
|--------------------------|-----------------------|
| Near Term (0 – 5 Years) | \$ 99,561,580 |
| Long Term (5 – 15 Years) | \$ 76,250,000 |
| TOTAL | \$ 175,811,580 |

Scenario No. 2 Wellen Park Phases 1 & 2 Services by City of North Port, EWD Services Everything Else

For Scenario No. 2, the EWD would service all of Wellen Park except for Phases 1 and 2. Deducting the flows anticipated from the phases would result in flows up to 3.62 mgd in 15 – 20 years. The flow summary is provided in **Table 1**, and a graph showing the system flow and WRF Capacity is in **Figure 1**.

Table 1: Scenario No. 2 - Projected Average Daily Flows

| Flow Scenario | Receiving Facility | Estimated Total Flow (mgd) | | | | | |
|--|--------------------|----------------------------|-----------|------------|-------------|-------------|-----------|
| | | 2024 Existing | 0-5 Years | 5-10 Years | 10-15 Years | 15-20 Years | 20+ Years |
| Scenario No. 2 - Wellen Park Phase 1&2 serviced by NP, everything else EWD | EWD | 1.80 | 2.53 | 2.97 | 3.39 | 3.62 | 3.62 |
| | CONP | -- | 0.39 | 0.39 | 0.39 | 0.39 | 0.39 |

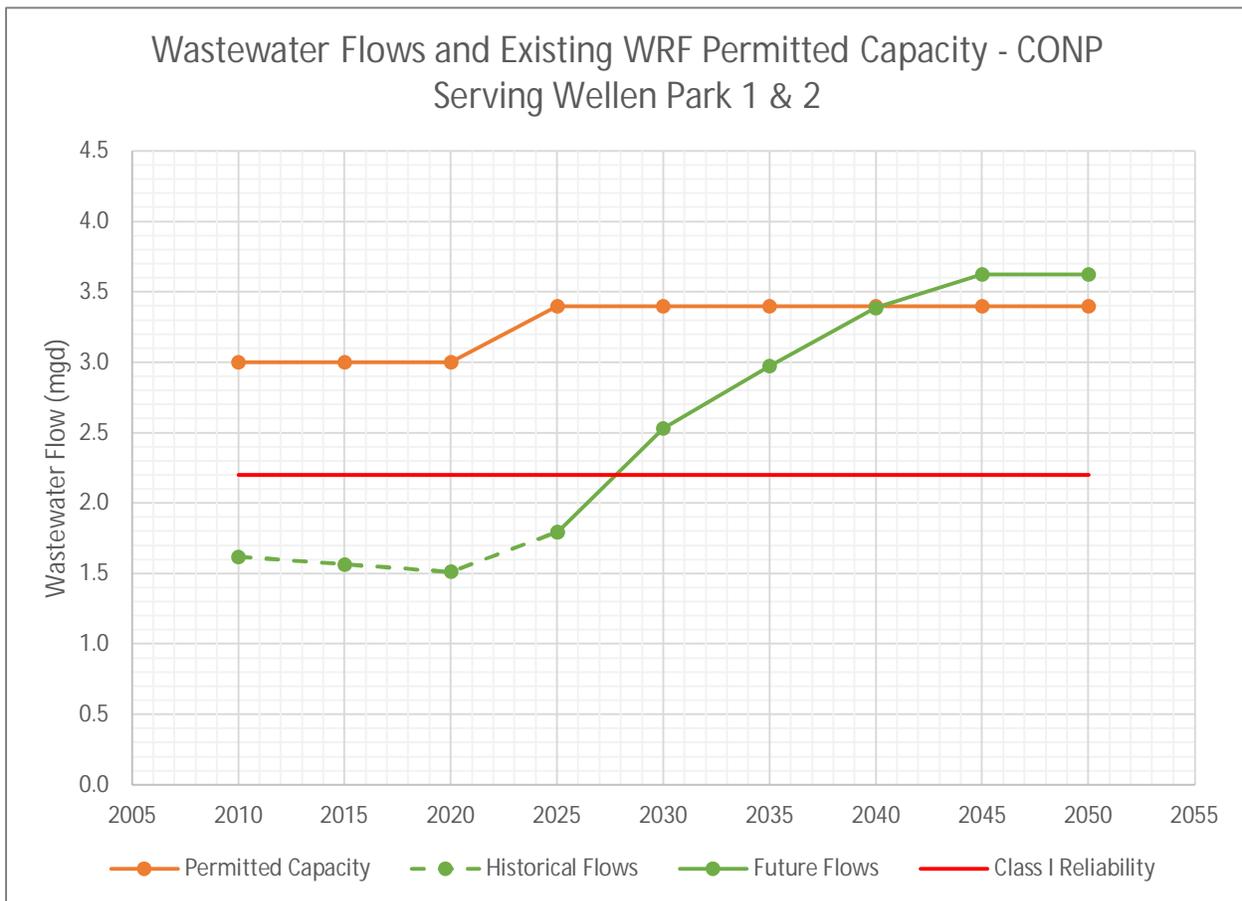


Figure 1: Scenario No. 2 – Wastewater Flows and Existing WRF Permitted Capacity

To convey these flows to the South WRF, a booster pump station and dedicated force main will be required to send the Sarasota County flows to the existing WRF. For the WRF, this scenario requires near-term improvements to maintain compliance and operations of the facility. Major process improvements are recommended to maintain the existing 3.4 mgd permitted capacity. To accommodate the planned wastewater flows and plant reliability, a two-phase expansion plan is recommended to utilize the existing equipment as long as possible for existing and future flows and to ultimately expand the plant to 4.5 mgd. The near-term (0-5 years), and long-term (> 5 years) needed improvements are listed in **Table 2**. All listed opinions of costs are provided for budgetary purposes and are represented in 2025 dollars.

Table 2: Scenario No. 2 - Needed Improvements

| ID | Project | Phase | Estimated Project Cost | Project Description |
|---------------------|--|--------------|------------------------|--|
| WRF-01 | Phase 1 of South WRF Upgrades and Expansion | 0 - 5 Years | \$ 68,625,000 | Design and construct Phase 1 of 4.5 MGD WRF Expansion. Project includes advanced treatment, onsite SCADA, PLC upgrades, replacing chlorine contact basin, new dewatering facility, blowers, gas to liquid chlorine conversion, and decommissioning Plants 1 and 2. |
| FM-01, HV-02, HV-03 | Install BPS and Parallel Force Main to South WRF | 5 - 10 Years | \$ 18,903,000 | Install BPS and approx. 7.6 miles of equivalent 18-inch force main |
| WRF-02 | Phase 2 of South WRF Upgrades and Expansion | 5 - 10 Years | \$ 68,625,000 | Design and construct Phase 2 of 4.5 MGD WRF Expansion. Project includes advanced treatment, replacing ATS 1 – 3, main electrical equipment for services 1 – 3, telecom fibers, and decommissioning Plants 3 and 4. |

This flow scenario requires near-term and long-term improvements to maintain compliance and operations of the facility, to account for future flows and growth and to provide system reliability while reducing higher operational pumping costs. **Table 3** summarizes the estimated total cost for the projects associated with Scenario 2.

Table 3: Scenario No. 2 – Estimated Projects Costs

| Anticipated Term | Estimated Costs |
|--------------------------|-----------------------|
| Near Term (0 – 5 Years) | \$ 68,625,000 |
| Long Term (5 – 15 Years) | \$ 87,528,000 |
| TOTAL | \$ 156,153,000 |

Scenario No. 3 Wellen Park Phases 1 - 5 Serviced by City of North Port, EWD Services Everything Else

For Scenario No. 3, the EWD would not provide service to any of Wellen Park Phases. Deducting the flows anticipated from the phases would result in flows up to 3.23 mgd in 15 – 20 years. The flow summary is provided in **Table 1**, and a graph showing the system flow and WRF Capacity is in **Figure 1**.

Table 1: Scenario No. 3 - Projected Average Daily Flows

| Flow Scenario | Receiving Facility | Estimated Total Flow (mgd) | | | | | |
|---|--------------------|----------------------------|-----------|------------|-------------|-------------|-----------|
| | | 2024 Existing | 0-5 Years | 5-10 Years | 10-15 Years | 15-20 Years | 20+ Years |
| Scenario No. 3 - Wellen Park Phases 1-5 serviced by NP, everything else EWD | EWD | 1.80 | 2.53 | 2.67 | 2.99 | 3.23 | 3.23 |
| | CONP | -- | 0.39 | 0.39 | 0.39 | 0.39 | 0.39 |

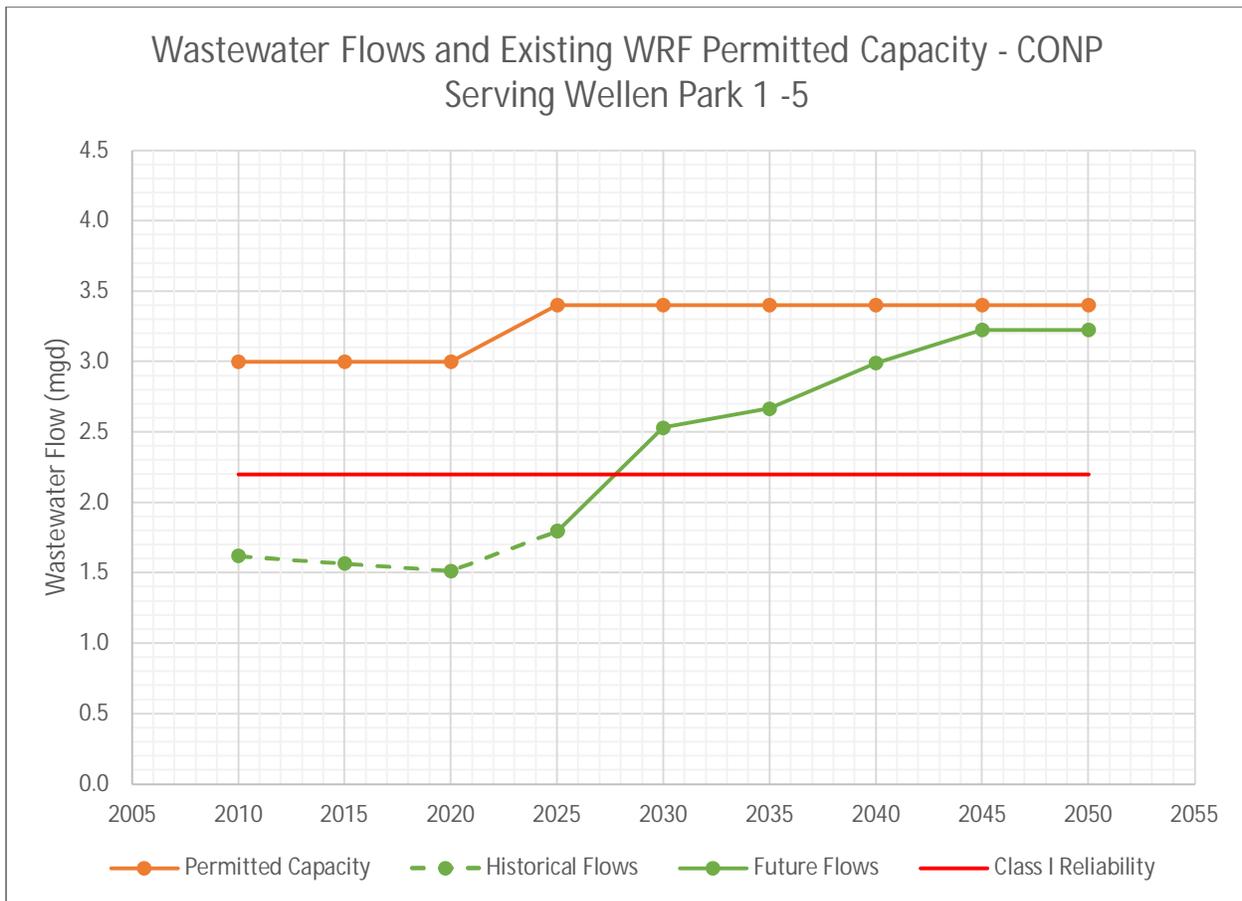


Figure 1: Scenario No. 3 – Wastewater Flows and Existing WRF Permitted Capacity

To convey these flows to the South WRF, a booster pump station and dedicated force main will be required to send the Sarasota flows to the existing WRF. For the WRF, this scenario requires near-term improvements to maintain compliance and operations of the facility. Major process improvements are recommended to maintain the existing 3.4 mgd permitted capacity. To accommodate the planned wastewater flows and plant reliability, a two-phase expansion plan is recommended to utilize the existing equipment as long as possible for existing and future flows and to ultimately expand the plant to 4.0 mgd. The near-term (0-5 years), and long-term (> 5 years) needed improvements are listed in **Table 2**.

All listed opinions of costs are provided for budgetary purposes and are represented in 2025 dollars.

Table 2: Scenario No. 3 - Holiday Ventures Lift Station Needed Improvements

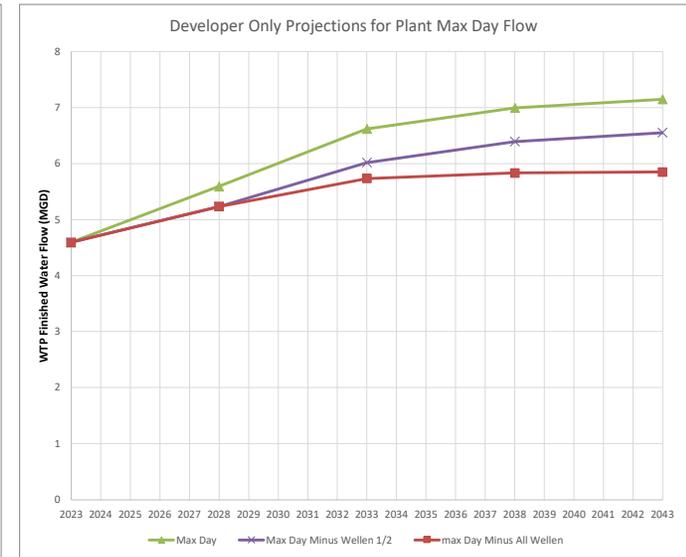
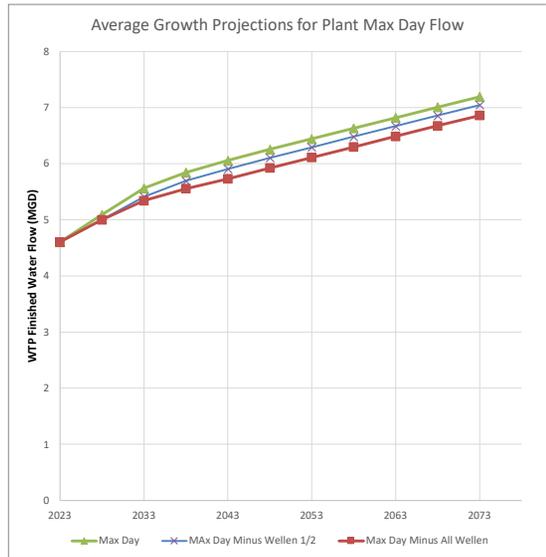
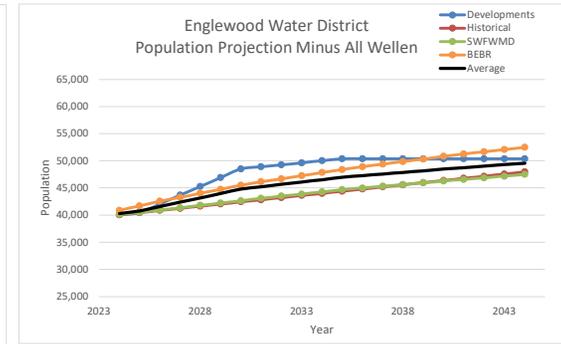
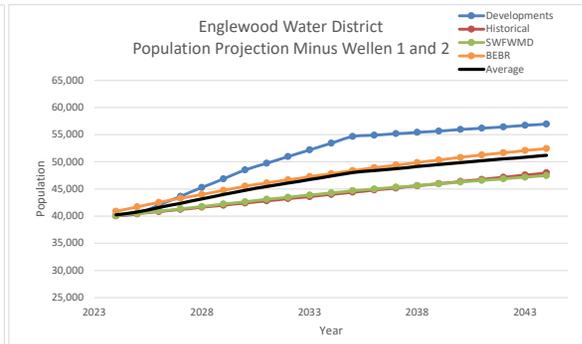
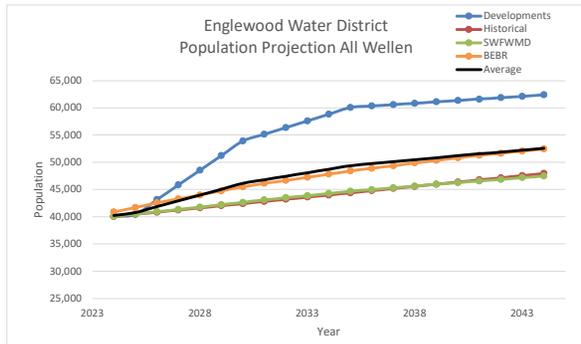
| ID | Project | Phase | Estimated Project Cost | Project Description |
|----------------------|--|--------------|------------------------|---|
| WRF-01 | Phase 1 of South WRF Upgrades and Expansion | 0 - 5 Years | \$ 61,000,000 | Design and construct Phase 1 of 4.0 MGD WRF Expansion. Project includes advanced treatment, onsite SCADA, PLC upgrades, replacing chlorine contact basin, new dewatering facility, blowers, gas to liquid chlorine conversion, and decommissioning Plants 1 and 2 |
| FM-01, HV-002, HV-03 | Install BPS and Parallel Force Main to South WRF | 5 - 10 Years | \$ 18,903,000 | Install BPS and approx. 7.6 miles of equivalent 18-inch force main |
| WRF-02 | Phase 2 of South WRF Upgrades and Expansion | 5 - 10 Years | \$ 61,000,000 | Design and construct Phase 2 of 4.0 MGD WRF Expansion. Project includes advanced treatment, replacing ATS 1 – 3, main electrical equipment for services 1 – 3, telecom fibers, and decommissioning Plants 3 and 4 |

This flow scenario requires near-term and long-term improvements to maintain compliance and operations of the facility, to account for future flows and growth and to provide system reliability while reducing higher operational pumping costs. **Table 3** summarized the estimated total cost for the projects associated with Scenario 3.

Table 3: Scenario No. 3 – Estimated Projects Costs

| Anticipated Term | Estimated Costs |
|--------------------------|-----------------------|
| Near Term (0 – 5 Years) | \$ 61,000,000 |
| Long Term (5 – 15 Years) | \$ 79,903,000 |
| TOTAL | \$ 140,903,000 |

2025 Updated Population Projections and Water Treatment Plant Capacity Projections to 2043



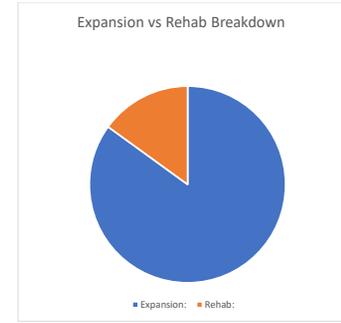
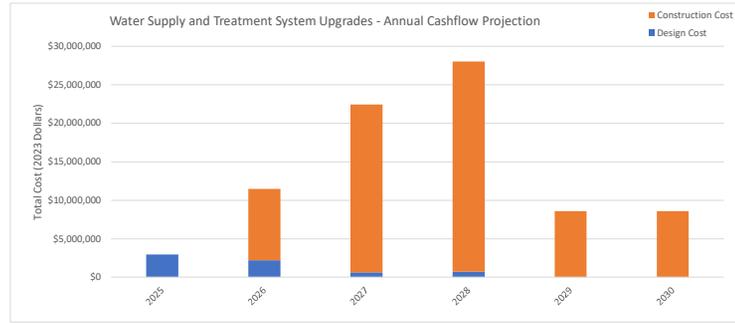
Recommended WTP Finished Water Capacity Scenarios

| | | |
|---------|--------------------------------------|--------------|
| 7.0 MGD | Including All Wellen Park | \$82,042,800 |
| 6.5 MGD | Excluding Wellen Park Phases 1 and 2 | \$79,952,715 |
| 6.0 MGD | Excluding All Wellen Park | \$72,108,800 |

| | |
|--------------------|----------------------|
| Option: | 7 MGD |
| Design Cost: | \$ 6,570,720 |
| Construction Cost: | \$ 75,472,080 |
| Total Cost: | \$ 82,042,800 |
| Expansion: | \$ 69,713,600 |
| Rehab: | \$ 12,329,200 |

Note: all costs are in 2025 dollars.
Projected cashflow is unadjusted for inflation.

| Phase | Description | Total Cost (2025 Dollars) |
|---------|---|---------------------------|
| Phase 1 | Add 3 brackish supply wells, Expand RO by 2 MGD firm | \$39,676,800 |
| | Rehab existing RO (needed if spacing Phase 1 and 2 years apart) | \$6,240,000 |
| Phase 2 | Rerate existing or add new Deep Well, Replace existing 3 MGD RO with new, Replace Lime Plant with 2 MGD NF firm | \$34,046,000 |
| Phase 3 | Demolish Lime Plant | \$2,080,000 |

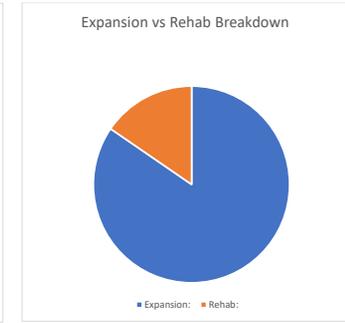
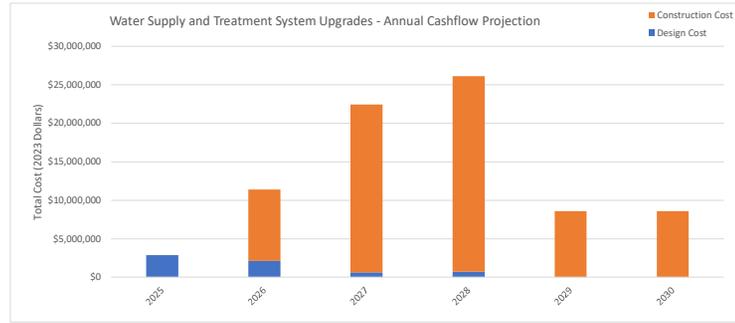


| Implementation Phase | Plant | Item | Expansion/O &M | Description | Consultant Planning / Permitting / Design Cost | Consultant Services During Construction | Contractor Construction Cost | Total Cost | Design Start | Design Duration (yrs) | Construction Start | Construction Duration (yrs) |
|-------------------------------------|---------------------|--|----------------|---|--|---|------------------------------|---------------------|--------------|-----------------------|--------------------|-----------------------------|
| 1 | RO Expansion | Demo/relocate RO Expansion Building | Rehab | Demo or relocate structure of unused RO expansion building | \$60,000 | \$44,096 | \$998,304 | \$1,102,400 | 2025 | 1 | 2026 | 1 |
| 1 | Lime Softening | Lime Optimization and Caustic Addition | Rehab | Modernize controls and lessen lime dosing, add caustic in previous room for post-filtration pH buffering | \$104,000 | \$52,000 | \$1,144,000 | \$1,300,000 | 2025 | 1 | 2026 | 1 |
| 1 | Lime Softening | Filter Rehab | Rehab | Filter media replacement after lime system is optimized | \$0 | \$0 | \$520,000 | \$520,000 | 2025 | 1 | 2026 | 1 |
| 1 | General Plant | CL2 Gas Conversion to Hypo | Rehab | Convert to liquid sodium hypochlorite and upszie to accommodate increased capacity and increase staff safety. | \$66,144 | \$33,072 | \$727,584 | \$826,800 | 2025 | 1 | 2026 | 1 |
| 1 | General Plant | Ammonia Expansion | Expansion | Upsize ammonia storage and dosing system to treat 7 MGD. | \$36,608 | \$18,304 | \$402,688 | \$457,600 | 2025 | 2 | 2027 | 1 |
| 1 | Supply Wells | New Source Water Wells | Expansion | Project includes design and construction of 3 additional brackish supply wells for increased demand along with supply well piping in the wellfields where new wells are added. Assumes no additional pipe directly back to the plant is needed. | \$873,600 | \$436,800 | \$9,609,600 | \$10,920,000 | 2025 | 2 | 2027 | 2 |
| 1 | RO Expansion | New RO Building | Expansion | 8,000-SF building in place of existing RO expansion building with 12-in concrete slab. | \$199,680 | \$99,840 | \$2,196,480 | \$2,496,000 | 2025 | 2 | 2027 | 2 |
| 1 | RO Expansion | New RO System | Expansion | Installation of three (3) new 1-MGD finished water RO skids and appurtenances to produce 2 MGD firm finished water capacity with one redundant skid. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system. | \$1,610,400 | \$805,200 | \$17,714,400 | \$20,130,000 | 2025 | 2 | 2027 | 2 |
| 1 | General Plant | Degas Expansion | Expansion | Construct 1 additional degasifier on Clearwell #2 to treat up to 7 MGD (5.0 MGD unit). Assumes that two clearwells will be adequate to treat 7 MGD. Further evaluation needed to consider expansion | \$133,120 | \$66,560 | \$1,464,320 | \$1,664,000 | 2025 | 2 | 2027 | 1 |
| 1 | General Plant | Clearwell Rehab | Rehab | Repair areas with corrosion damage. | \$0 | \$0 | \$260,000 | \$260,000 | 2025 | 2 | 2027 | 1 |
| Phase 1 Subtotal | | | | | \$3,083,552 | \$1,555,872 | \$35,037,376 | \$39,676,800 | -- | -- | -- | -- |
| 1 optional | RO Expansion | Rehab Existing RO System | Rehab | Replacement of the membranes and any necessary skid repairs/modificaitons to rehabilitate the existing 6 x 0.5-MGD skids. | \$499,200 | \$249,600 | \$5,491,200 | \$6,240,000 | 2025 | 1 | 2026 | 1 |
| Phase 1 Subtotal with Option | | | | | \$3,582,752 | \$1,805,472 | \$40,528,576 | \$45,916,800 | -- | -- | -- | -- |
| 2 | RO Expansion | New RO System | Expansion | Full build out of the RO with installation of three (3) new 1-MGD finished water RO skids and appurtenances. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system. After this Phase 2 project, all RO treatment is in the same building. There are a total of 6 skids with 5 MGD firm capacity. | \$1,317,600 | \$658,800 | \$14,493,600 | \$16,470,000 | 2027 | 2 | 2029 | 2 |
| 2 | Nanofiltration | New NF System | Expansion | Four (4) 0.66-MGD finished water capacity NF skids, chemical systems, and appurtenances including pressure filters to produce 2 MGD finished water capacity with one redundant skid | \$668,928 | \$334,464 | \$7,358,208 | \$8,361,600 | 2025 | 2 | 2028 | 1 |
| 2 | Deep Injection Well | New DIW | Expansion | Consists of permitting, designing and constructing a new deep injection well for the increased brine reject from the new RO | \$921,440 | \$368,576 | \$7,924,384 | \$9,214,400 | 2025 | 2 | 2027 | 2 |
| Phase 2 Subtotal | | | | | \$2,907,968 | \$1,361,840 | \$29,776,192 | \$34,046,000 | -- | -- | -- | -- |
| 3 | Lime Softening | Demo Lime Plant | Rehab | Demo lime plant infrastructure | \$80,000 | \$83,200 | \$1,916,800 | \$2,080,000 | 2028 | 1 | 2029 | 2 |

| | |
|--------------------|----------------------|
| Option: | 6.5 MGD |
| Design Cost: | \$ 6,403,513 |
| Construction Cost: | \$ 73,549,202 |
| Total Cost: | \$ 79,952,715 |
| Expansion: | \$ 67,623,515 |
| Rehab: | \$ 12,329,200 |

Note: all costs are in 2025 dollars.
Projected cashflow is unadjusted for inflation.

| Phase | Description | Total Cost (2025 Dollars) |
|---------|---|---------------------------|
| Phase 1 | Add 3 brackish supply wells, Expand RO by 2 MGD firm | \$39,676,800 |
| | Rehab existing RO (needed if spacing Phase 1 and 2 years apart) | \$6,240,000 |
| Phase 2 | Rerate existing or add new Deep Well, Replace existing 3 MGD RO with new, Replace Lime Plant with 1.5 MGD NF firm | \$31,955,915 |
| Phase 3 | Demolish Lime Plant | \$2,080,000 |

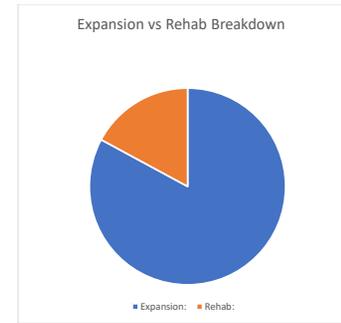
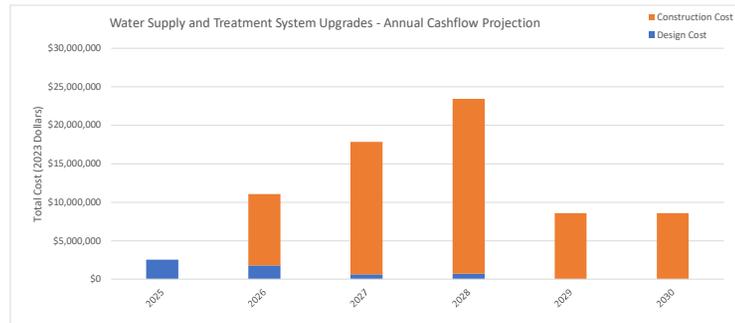


| Implementation Phase | Plant | Item | Expansion/O &M | Description | Consultant Planning / Permitting / Design Cost | Consultant Services During Construction | Contractor Construction Cost | Total Cost | Design Start | Design Duration (yrs) | Construction Start | Construction Duration (yrs) |
|-------------------------------------|---------------------|--|----------------|---|--|---|------------------------------|---------------------|--------------|-----------------------|--------------------|-----------------------------|
| 1 | RO Expansion | Demo/relocate RO Expansion Building | Rehab | Demo or relocate structure of unused RO expansion building | \$60,000 | \$44,096 | \$998,304 | \$1,102,400 | 2025 | 1 | 2026 | 1 |
| 1 | Lime Softening | Lime Optimization and Caustic Addition | Rehab | Modernize controls and lessen lime dosing, add caustic in previous room for post-filtration pH buffering | \$104,000 | \$52,000 | \$1,144,000 | \$1,300,000 | 2025 | 1 | 2026 | 1 |
| 1 | Lime Softening | Filter Rehab | Rehab | Filter media replacement after lime system is optimized | \$0 | \$0 | \$520,000 | \$520,000 | 2025 | 1 | 2026 | 1 |
| 1 | General Plant | CL2 Gas Conversion to Hypo | Rehab | Convert to liquid sodium hypochlorite and upsize to accommodate increased capacity and increase staff safety. | \$66,144 | \$33,072 | \$727,584 | \$826,800 | 2025 | 1 | 2026 | 1 |
| 1 | General Plant | Ammonia Expansion | Expansion | Upsize ammonia storage and dosing system to treat 7 MGD. | \$36,608 | \$18,304 | \$402,688 | \$457,600 | 2025 | 2 | 2027 | 1 |
| 1 | Supply Wells | New Source Water Wells | Expansion | Project includes design and construction of 3 additional brackish supply wells for increased demand along with supply well piping in the wellfields where new wells are added. Assumes no additional pipe directly back to the plant is needed. | \$873,600 | \$436,800 | \$9,609,600 | \$10,920,000 | 2025 | 2 | 2027 | 2 |
| 1 | RO Expansion | New RO Building | Expansion | 8,000-SF building in place of existing RO expansion building with 12-in concrete slab. | \$199,680 | \$99,840 | \$2,196,480 | \$2,496,000 | 2025 | 2 | 2027 | 2 |
| 1 | RO Expansion | New RO System | Expansion | Installation of three (3) new 1-MGD finished water RO skids and appurtenances to produce 2 MGD firm finished water capacity with one redundant skid. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system. | \$1,610,400 | \$805,200 | \$17,714,400 | \$20,130,000 | 2025 | 2 | 2027 | 2 |
| 1 | General Plant | Degas Expansion | Expansion | Construct 1 additional degasifier on Clearwell #2 to treat up to 6.5 MGD (5.0 MGD unit). Assumes that two clearwells will be adequate to treat 7 MGD. Further evaluation needed to consider expansion | \$133,120 | \$66,560 | \$1,464,320 | \$1,664,000 | 2025 | 2 | 2027 | 1 |
| 1 | General Plant | Clearwell Rehab | Rehab | Repair areas with corrosion damage. | \$0 | \$0 | \$260,000 | \$260,000 | 2025 | 2 | 2027 | 1 |
| Phase 1 Subtotal | | | | | \$3,083,552 | \$1,555,872 | \$35,037,376 | \$39,676,800 | -- | -- | -- | -- |
| 1 optional | RO Expansion | Rehab Existing RO System | Rehab | Replacement of the membranes and any necessary skid repairs/modificaitons to rehabilitate the existing 6 x 0.5-MGD skids. | \$499,200 | \$249,600 | \$5,491,200 | \$6,240,000 | 2025 | 1 | 2026 | 1 |
| Phase 1 Subtotal with Option | | | | | \$3,582,752 | \$1,805,472 | \$40,528,576 | \$45,916,800 | -- | -- | -- | -- |
| 2 | RO Expansion | New RO System | Expansion | Full build out of the RO with installation of three (3) new 1-MGD finished water RO skids and appurtenances. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system. After this Phase 2 project, all RO treatment is in the same building. There are a total of 6 skids with 5 MGD firm capacity. | \$1,317,600 | \$658,800 | \$14,493,600 | \$16,470,000 | 2027 | 2 | 2029 | 2 |
| 2 | Nanofiltration | New NF System | Expansion | Four (4) 0.5-MGD finished water capacity NF skids, chemical systems, and appurtenances including pressure filters to produce 1.5 MGD finished water capacity with one redundant skid | \$501,721 | \$250,861 | \$5,518,933 | \$6,271,515 | 2025 | 2 | 2028 | 1 |
| 2 | Deep Injection Well | New DIW | Expansion | Consists of permitting, designing and constructing a new deep injection well for the increased brine reject from the new RO | \$921,440 | \$368,576 | \$7,924,384 | \$9,214,400 | 2025 | 2 | 2027 | 2 |
| Phase 2 Subtotal | | | | | \$2,740,761 | \$1,278,237 | \$27,936,917 | \$31,955,915 | -- | -- | -- | -- |
| 3 | Lime Softening | Demo Lime Plant | Rehab | Demo lime plant infrastructure | \$80,000 | \$83,200 | \$1,916,800 | \$2,080,000 | 2028 | 1 | 2029 | 2 |

| | |
|--------------------|----------------------|
| Option: | 6 MGD |
| Design Cost: | \$ 5,776,000 |
| Construction Cost: | \$ 66,332,800 |
| Total Cost: | \$ 72,108,800 |
| Expansion: | \$ 59,779,600 |
| Rehab: | \$ 12,329,200 |

Note: all costs are in 2025 dollars.
Projected cashflow is unadjusted for inflation.

| Phase | Description | Total Cost (2025 Dollars) |
|---------|---|---------------------------|
| Phase 1 | Add 2 brackish supply wells, Expand RO by 1 MGD firm | \$29,742,800 |
| | Rehab existing RO (needed if spacing Phase 1 and 2 years apart) | \$6,240,000 |
| Phase 2 | Rerate existing or add new Deep Well, Replace existing 3 MGD RO with new, Replace Lime Plant with 2 MGD NF firm | \$34,046,000 |
| Phase 3 | Demolish Lime Plant | \$2,080,000 |



| Implementation Phase | Plant | Item | Expansion/O &M | Description | Consultant Planning / Permitting / Design Cost | Consultant Services During Construction | Contractor Construction Cost | Total Cost | Design Start | Design Duration (yrs) | Construction Start | Construction Duration (yrs) |
|-------------------------------------|---------------------|--|----------------|---|--|---|------------------------------|---------------------|--------------|-----------------------|--------------------|-----------------------------|
| 1 | RO Expansion | Demo/relocate RO Expansion Building | Rehab | Demo or relocate structure of unused RO expansion building | \$60,000 | \$44,096 | \$998,304 | \$1,102,400 | 2025 | 1 | 2026 | 1 |
| 1 | Lime Softening | Lime Optimization and Caustic Addition | Rehab | Modernize controls and lessen lime dosing, add caustic in previous room for post-filtration pH buffering | \$104,000 | \$52,000 | \$1,144,000 | \$1,300,000 | 2025 | 1 | 2026 | 1 |
| 1 | Lime Softening | Filter Rehab | Rehab | Filter media replacement after lime system is optimized | \$0 | \$0 | \$520,000 | \$520,000 | 2025 | 1 | 2026 | 1 |
| 1 | General Plant | CL2 Gas Conversion to Hypo | Rehab | Convert to liquid sodium hypochlorite and upsize to accommodate increased capacity and increase staff safety. | \$66,144 | \$33,072 | \$727,584 | \$826,800 | 2025 | 1 | 2026 | 1 |
| 1 | General Plant | Ammonia Expansion | Expansion | Upsize ammonia storage and dosing system to treat 7 MGD. | \$36,608 | \$18,304 | \$402,688 | \$457,600 | 2025 | 2 | 2027 | 1 |
| 1 | Supply Wells | New Source Water Wells | Expansion | Project includes design and construction of 2 additional brackish supply wells for increased demand along with supply well piping in the wellfields where new wells are added. Assumes no additional pipe directly back to the plant is needed. | \$615,680 | \$307,840 | \$6,772,480 | \$7,696,000 | 2025 | 2 | 2027 | 2 |
| 1 | RO Expansion | New RO Building | Expansion | 8,000-SF building in place of existing RO expansion building with 12-in concrete slab. | \$199,680 | \$99,840 | \$2,196,480 | \$2,496,000 | 2025 | 2 | 2027 | 2 |
| 1 | RO Expansion | New RO System | Expansion | Installation of two (2) new 1-MGD finished water RO skids and appurtenances to produce 2 MGD firm finished water capacity with one redundant skid. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system. | \$1,073,600 | \$536,800 | \$11,809,600 | \$13,420,000 | 2025 | 2 | 2027 | 2 |
| 1 | General Plant | Degas Expansion | Expansion | Construct 1 additional degasifier on Clearwell #2 to treat up to 6 MGD (5.0 MGD unit). Assumes that two clearwells will be adequate to treat 7 MGD. Further evaluation needed to consider expansion | \$133,120 | \$66,560 | \$1,464,320 | \$1,664,000 | 2025 | 2 | 2027 | 1 |
| 1 | General Plant | Clearwell Rehab | Rehab | Repair areas with corrosion damage. | \$0 | \$0 | \$260,000 | \$260,000 | 2025 | 2 | 2027 | 1 |
| Phase 1 Subtotal | | | | | \$2,288,832 | \$1,158,512 | \$26,295,456 | \$29,742,800 | -- | -- | -- | -- |
| 1 optional | RO Expansion | Rehab Existing RO System | Rehab | Replacement of the membranes and any necessary skid repairs/modificaitons to rehabilitate the existing 6 x 0.5-MGD skids. | \$499,200 | \$249,600 | \$5,491,200 | \$6,240,000 | 2025 | 1 | 2026 | 1 |
| Phase 1 Subtotal with Option | | | | | \$2,788,032 | \$1,408,112 | \$31,786,656 | \$35,982,800 | -- | -- | -- | -- |
| 2 | RO Expansion | New RO System | Expansion | Full build out of the RO with installation of three (3) new 1-MGD finished water RO skids and appurtenances. Includes the design and construction of a new membrane components, non-membrane systems, and chemical systems, and connecting to the existing system. After this Phase 2 project, all RO treatment is in the same building. There are a total of 5 skids with 4 MGD firm capacity. | \$1,317,600 | \$658,800 | \$14,493,600 | \$16,470,000 | 2027 | 2 | 2029 | 2 |
| 2 | Nanofiltration | New NF System | Expansion | Four (4) 0.66-MGD finished water capacity NF skids, chemical systems, and appurtenances including pressure filters to produce 2 MGD finished water capacity with one redundant skid | \$668,928 | \$334,464 | \$7,358,208 | \$8,361,600 | 2025 | 2 | 2028 | 1 |
| 2 | Deep Injection Well | New DIW | Expansion | Consists of permitting, designing and constructing a new deep injection well for the increased brine reject from the new RO | \$921,440 | \$368,576 | \$7,924,384 | \$9,214,400 | 2025 | 2 | 2027 | 2 |
| Phase 2 Subtotal | | | | | \$2,907,968 | \$1,361,840 | \$29,776,192 | \$34,046,000 | -- | -- | -- | -- |
| 3 | Lime Softening | Demo Lime Plant | Rehab | Demo lime plant infrastructure | \$80,000 | \$83,200 | \$1,916,800 | \$2,080,000 | 2028 | 1 | 2029 | 2 |



May 7, 2025

VIA E-MAIL ONLY

Englewood Water District
Attn: Robert H. Berntsson, Esq., District Counsel
Keith R. Ledford, P.E., Administrator
201 Selma Ave
Englewood, FL 34223
rberntsson@bigwlaw.com
kledford@englewoodwater.com

RE: Legal Authority for Annexation of Portions of Property Owned by Winchester Florida Ranch, LLLP (“Winchester”) into the City of North Port (“North Port”) and Transfer of Water, Wastewater, and Reuse Water Service Responsibilities

Dear Mr. Berntsson and Mr. Ledford:

As you know, Icard Merrill represents Winchester in connection with its annexation of approximately 3,148 acres of its property (the “Winchester Property”) into North Port and related proceedings and matters. For convenience of reference, the Winchester Property is generally depicted in Exhibit “A” attached hereto. As requested, we are providing legal authority and analysis for North Port’s provision of water, wastewater, and reuse water to the portions of the Winchester Property located within the geographic boundaries of Englewood Water District (“EWD”) upon such property’s annexation into North Port. We are also providing legal authority and analysis regarding EWD’s duty to serve the Winchester Property and potential consequences for failing to meet such duty to provide water, wastewater, and reuse water services.

Municipal Powers

The Florida Constitution and Florida Statutes grant municipalities broad powers: “Municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.”¹ Simply stated, municipalities like North Port have the inherent power to meet municipal needs and provide any and all municipal services, such as utility services, except when *expressly prohibited by law*.²

Special District and Englewood Water District Powers

In contrast to the broad powers of municipalities, the powers of special districts are limited to those expressly granted to them by the legislature.³ In the case of EWD, its powers and authority are established, set forth, and circumscribed in Chapter 2004-439, Laws of Florida (the “Enabling Act”).

¹ Art. VIII, § 2(b), Fla. Const.; § 166.021, Fla. Stat.

² *Lake Worth Utilities Auth. v. City of Lake Worth*, 468 So. 2d 215, 217 (Fla. 1985).

³ *Bd. of Com'rs of Jupiter Inlet Dist. v. Thibadeau*, 956 So. 2d 529, 532 (Fla. 4th DCA 2007).

During meetings and discussions with EWD and its Supervisors, reference has been made to EWD's exclusive service area and an exclusive right to provide water, wastewater, and reuse water services to the lands within the boundaries established in the Enabling Act. This fundamental assumption is incorrect. By the terms of the Enabling Act, the geographic boundaries of EWD are not an exclusive jurisdiction or exclusive service area.

The Enabling Act states as follows, in relevant part (*emphasis added*):

Section 4. The district, by and through the board, is hereby authorized and empowered:

* * *

(3) To construct, install, erect, acquire and operate, maintain, improve, extend, or enlarge and reconstruct a water system, wastewater system, or wastewater reuse system or any combination thereof within or without said district for the furnishing of water service, wastewater service, or wastewater reuse service or any combination of such services to the inhabitants of the district, and to have the exclusive control and jurisdiction thereof and to issue its revenue bonds, assessment bonds, or other obligations, or any combination thereof to pay all or part of the cost of such construction, reconstruction, erection, acquisition, or installation of such systems. The purchase or sale of a water, wastewater, or wastewater reuse system shall be accomplished in accordance with section 189.423, Florida Statutes.⁴

* * *

(8) To exercise exclusive jurisdiction, control, and supervision over any system owned, operated, and maintained by the district and to make and enforce such rules and regulations for the maintenance and operation of any system as may be, in the judgment of the board, necessary or desirable for the efficient operation of any such systems or improvements in accomplishing the purposes of this act.

Based on the foregoing provisions of the Enabling Act, EWD's exclusive jurisdiction is only over the water, wastewater, or reuse systems that it constructs, owns, operates, and maintains, and not the geographic area in the Enabling Act. Pursuant to the Enabling Act, EWD may construct, operate, and maintain utility improvements outside of its geographic area and still has exclusive control and jurisdiction over the same, subject to other applicable law. Similarly, the reference to Section 189.423, *Fla. Stat.*,⁵ pertaining to the purchase, sale, or privatization of water, sewer, or wastewater reuse utilities by special districts, provides that EWD may purchase a utility that serves residents within the district, or conversely, sell its utility infrastructure located within the district to another utility or private firm. The necessary conclusion is that the Enabling Act clearly contemplates that EWD may purchase utility infrastructure constructed by others within the district, or that EWD may sell its utility infrastructure within the district to another utility or private firm, which would then own, operate, and maintain the same.

The scope of EWD's exclusive jurisdiction is limited to those systems that it constructs, owns, operates, and maintains. EWD has no utility infrastructure, improvements, or systems on the Winchester Property, and therefore no exclusive jurisdiction exists. The Enabling Act does not expressly prohibit the construction, ownership, operation, or maintenance of water, wastewater, and reuse water infrastructure within the district (in fact, the Enabling Act expressly contemplates this possibility), and therefore, North Port is well within its municipal powers to provide water, wastewater, and reuse water services to the Winchester Property

Notably, the Enabling Act does not prohibit annexation or require that EWD remains the service provider following an annexation. If the legislature wished to prohibit portions of EWD from being annexed or require

⁴ § 189.423, Fla. Stat. was renumbered to § 189.054, Fla. Stat.

⁵ § 189.423, Fla. Stat. was renumbered to § 189.054, Fla. Stat.

that EWD remain the service provider after annexation, these requirements would have been included in the Enabling Act. Again, because the Enabling Act does not expressly prohibit annexation or require that EWD remain the service provider after annexation, North Port's municipal powers allow it to annex and provide water, wastewater, and reuse water services to the Winchester Property.

Duty to Provide Service

Assuming, arguendo, that EWD did possess exclusive jurisdiction over the geographic area identified in the Enabling Act (which, as detailed above, it does not and we in no way concede), then EWD would have the concomitant duty to promptly and efficiently provide water, wastewater, and reuse water services to the Winchester Property.⁶ However, when a utility provider fails to meet and fulfill this duty to provide service, Florida courts allow other utility providers to step-in and provide utility services to the area.⁷

For example, in *City of Winter Park v. Southern States Utilities, Inc.*, a utility company was providing wastewater services to landowners within the city's exclusive wastewater service territory.⁸ Although the city was unable to currently serve the landowners, it would purportedly have the capacity to do so in 17 months.⁹ The court held that, because the city was not capable of serving the landowners, the city could not prevent the landowners from being serviced by the utility company.¹⁰

Similarly, in *City of Mount Dora v. JJ's Mobile Homes, Inc.*, a private utility challenged the authority of the city to provide utilities to an area within the utility company's territory.¹¹ The court held that the utility company had the right to service the area because it was the first to obtain the legal right to service the area and it was ready, willing, and able to do so.¹²

Here, EWD has no ability whatsoever to serve the Winchester Property, despite the fact that the Winchester Property is located within the geographic area identified in the Enabling Act. For years, since at least 2018, EWD has known Winchester's intention to develop its property and Winchester's needs for water, wastewater, and reuse water services. During this time, EWD has taken no meaningful steps toward servicing the Winchester Property. EWD lacks the property, permits, infrastructure, funding, and water source to serve Winchester Property. Even if EWD were to immediately and unconditionally commit to serving the Winchester Property, EWD's resources (namely funding and water supply) would nevertheless be inadequate. Moreover, even if EWD had already secured the approximately \$210 million for required capital improvements and an additional water source, EWD would still be unable to deliver utility services in accordance with Winchester's scheduled development program. Meanwhile, North Port is standing by and is ready, willing, and able to provide water and wastewater service to the Winchester Property. Given EWD's continuing failure and inability to timely and efficiently serve the Winchester Property, North Port is entitled to step in and provide water, wastewater, and/or reuse water service.

⁶ *City of Mount Dora v. JJ's Mobile Homes, Inc.*, 579 So. 2d 219, 225 (Fla. 5th DCA 1991) (stating that the right to provide utility services to the public carries a concomitant duty to promptly and efficiently provide those same services); *City of Winter Park v. S. States Utilities, Inc.*, 540 So. 2d 178, 180 (Fla. 5th DCA 1989) ("All corporations which voluntarily undertake to engage in performing a service of a public nature whether a governmental agency, such as a municipality, or a private corporation, assume an obligation implied by law to render, for reasonable compensation and without discrimination and to all of the public in the area sought to be served, a service reasonably adequate to meet the just requirements of those sought to be served.")

⁷ *JJ's Mobile Homes, Inc.*, 579 So. 2d at 225 ("When a public service entity, whether governmental or private, has a prior (earlier acquired) legal right to provide services in a particular territory but does not have the present ability to promptly and efficiently meet its duty to do so, the public is entitled to be served by some other public service entity which does have the present ability to provide the needed service although the legal claim of right of the second entity to provide such services is secondary in time priority to the prior legal right of the entity without the ability"); *Lake Util. Services, Inc. v. City of Clermont*, 727 So. 2d 984, 988. (Fla. 5th DCA 1999).

⁸ *S. States Utilities, Inc.*, 540 So. 2d at 179.

⁹ *Id.*

¹⁰ *Id.* at 180.

¹¹ *JJ's Mobile Homes, Inc.*, 579 So. 2d at 221.

¹² *Id.* at 223.

Potential Liability for Failure to Provide Service

If Winchester is delayed or unable to obtain building permits on account of EWD's failure to provide utility services, then EWD would face significant liability, and Winchester would be entitled to maintain an action against EWD for inverse condemnation.

The Fifth Amendment of the United States Constitution and Article X, Section 6(a) of the Florida Constitution prohibit the government from taking private property without paying just compensation. This "taking" can occur in several different forms and contexts. The government may "take" property by formal condemnation procedures, or by inverse condemnation, also known as a "de facto" taking. That is, inverse condemnation is when a governmental entity, by its conduct or activities, has effectively taken private property without a formal condemnation.¹³ To determine whether such taking has occurred, courts consider whether the property owner has been substantially deprived of economic use of their property or denied their reasonable investment-backed expectations.¹⁴

In *Rotonda Project, LLC v. Charlotte County*, the Circuit Court in Charlotte County, Florida, considered an inverse condemnation claim by Rotonda Project, LLC ("Rotonda") against Charlotte County because of Charlotte County's inability to provide water and sewer services to the property owned by Rotonda.¹⁵ There, Rotonda purchased property consisting of 150 non-contiguous platted lots. Before Rotonda purchased the property, Charlotte County represented to Rotonda that sewer and water services were available to the property.¹⁶ However, water and sewer service were not, in fact, available because Charlotte County acquired the central water and sewer systems that serviced the property, failed to maintain them, and the systems deteriorated to an unusable condition.¹⁷ As a result of Charlotte County's failure to provide water and sewer services to the property, Rotonda was unable to obtain building permits.¹⁸ The court found Charlotte County was liable for taking Rotonda's property because Charlotte County's failure to provide water and sewer services caused a substantial deprivation of economic use of the property and denied Rotonda's reasonable investment-backed expectations.¹⁹ Charlotte County appealed this ruling, and the Second District Court of Appeals affirmed the lower court's decision.²⁰ Ultimately, Charlotte County was ordered to pay Rotonda \$10,014,216.37 as compensation for the taking and \$2,235,783.63 for Rotonda's attorney fees and costs.²¹

In a related case, another set of plaintiffs brought inverse condemnation claims against Charlotte County for property they owned within the same development as the property owned by Rotonda.²² There, the court also found that Charlotte County's failure to provide water and sewer services caused a substantial deprivation of economic use the plaintiffs' properties and denied the plaintiffs' reasonable investment-backed expectations.²³ Charlotte County also appealed this ruling, and the Second District Court of Appeals affirmed the lower court's

¹³ *Rubano v. Dep't of Transp.*, 656 So. 2d 1264, 1266 (Fla. 1995).

¹⁴ *Collins v. Monroe Cnty.*, 999 So. 2d 709, 713 (Fla. 3d DCA 2008) (citing *Penn Cent. Transp. Co. v. City of New York*, 438 U.S. 104 (1978)).

¹⁵ *Rotonda Project, LLC v. Charlotte County*, No. 07-4374-CA, (Fla. 20th Cir. Ct. Jan. 8, 2010) (Order on Liability).

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Charlotte Cnty. v. Rotonda Project, LLC*, 91 So. 3d 249 (Fla. 2d DCA 2012).

²¹ *Rotonda Project, LLC v. Charlotte County*, No. 07-4374-CA, (Fla. 20th Cir. Ct. Aug. 22, 2012) (Order of Disbursement of Final Judgment Award and Order on Plaintiff's Motion for Attorney's Fees and Costs).

²² *Andress Family Florida, LP, et al. v. Charlotte County*, No. 10-639-CA, (Fla. 20th Cir. Ct. Jan. 24, 2014) (Order on Liability).

²³ *Id.*

decision.²⁴ The plaintiffs were ultimately awarded more than \$5,300,000.00 as compensation for Charlotte County's failure to provide water and sewer service.²⁵

The fact of the matter is that EWD's service area encompassing the Winchester Property is not a valuable asset owned by EWD. Unless and until EWD makes the substantial investment for the capital improvements necessary to provide water, wastewater, and reuse water services to the Winchester Property, it is a significant potential liability.

Summary and Conclusion

In sum, the fact that a portion of the Winchester Property is located within the geographic area of EWD does not grant EWD the exclusive right to provide water, wastewater, and reuse water services. Rather, by the express terms of the Enabling Act, EWD's exclusive jurisdiction extends only to the water, wastewater, or reuse systems that it constructs, owns, operates, and maintains. Because there is no EWD infrastructure and no improvements whatsoever on the Winchester Property, it has no exclusive jurisdiction, and municipal powers inherently allow North Port to service the Winchester Property. If EWD maintains the position that it possesses exclusive jurisdiction over the Winchester Property, it has failed or will imminently fail in its duty to timely provide water, wastewater, and reuse water service. Such failure may result in an inverse condemnation and significant damages to Winchester and liability for EWD.

We look forward to the Board of Supervisors' discussion of the matters outlined in this letter at the meeting on May 8, 2025. Do not hesitate to contact us if you have any questions.

Sincerely,



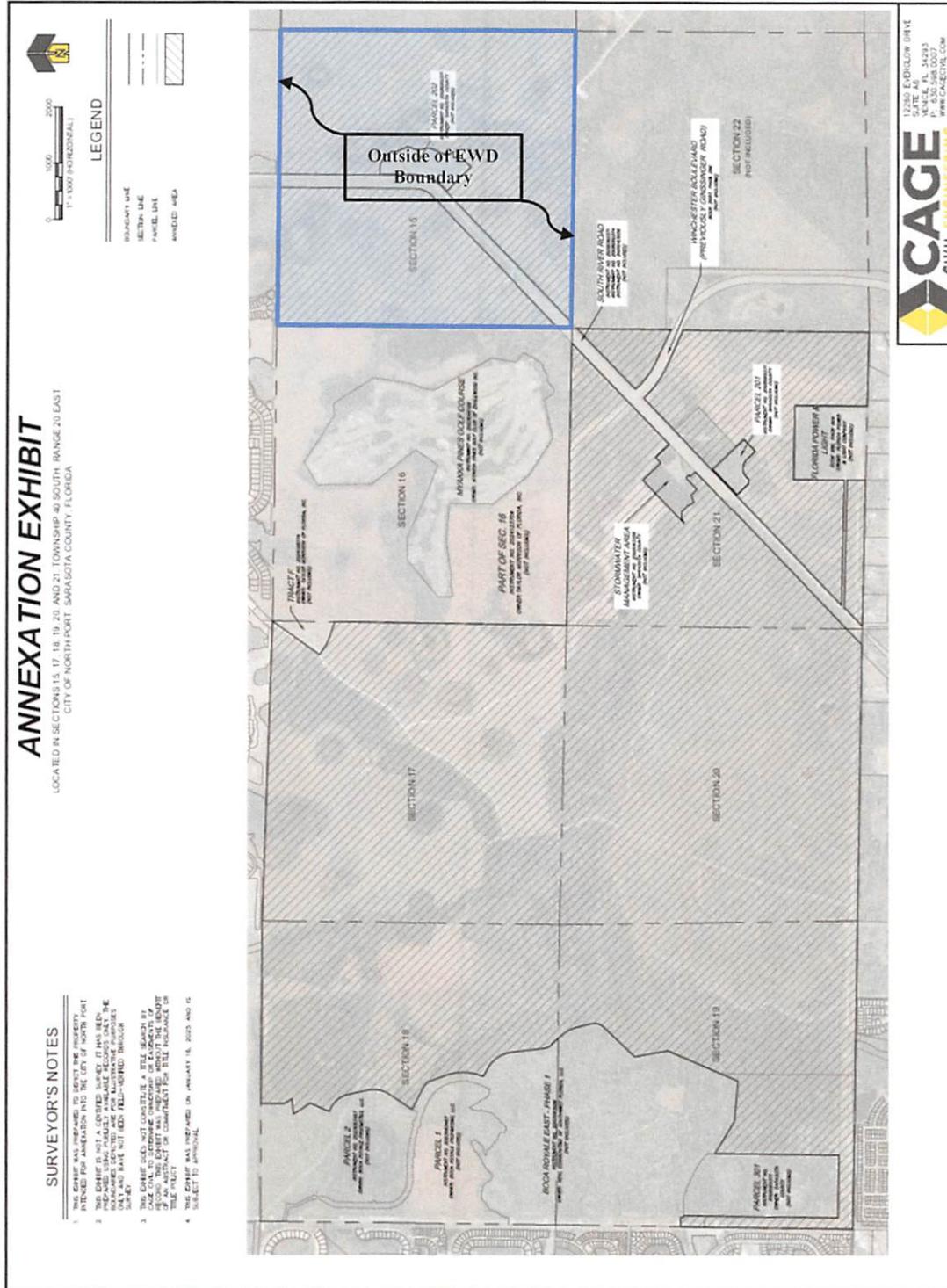
G. Matthew Brockway and William W. Merrill, III

Copy to: Kenneth G. Oertel, Esq. (koertel@ohfc.com)
John Luczynski (John.Luczynski@mattamycorp.com)
Rick Severance (Rick.Severance@mattamycorp.com)
Nicole M. Swartz, Esq. (Nicole.Swartz@mattamycorp.com)
Leah M. West, Esq. (lwest@icardmerrill.com)

²⁴ *Charlotte Cnty. v. Andress Family Florida, LP*, 163 So. 3d 1190 (Fla. 2d DCA 2014).

²⁵ *Andress Family Florida, LP, et al. v. Charlotte County*, No. 10-639-CA, (Fla. 20th Cir. Ct. Aug. 22, 2014) (Final Judgment, Cape Cave Corp.; Final Judgment, Rotunda 303, LLC; Final Judgment, Rotonda Lakes II, LP; Final Judgment, Cape Haze Corp; Final Judgment, Rotonda West Estates, LLC and SLWLHT, LLC; Final Judgment, Andress Family Florida, LP).

EXHIBIT A – GRAPHIC DEPICTION OF THE WINCHESTER PROPERTY



BOARD AGENDA ITEM SUMMARY

7a

MEETING DATE: June 12, 2025

SUBJECT: Lime Plant Treater #2 Repairs

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Dewey Futch**

DEPARTMENT : **Production**

ITEM: **Lime Plant Treater #2 Repairs**

PURPOSE / JUSTIFICATION: A leak was discovered in the sludge pipe beneath Lime Plant Treater #2. During initial inspections by staff, a large area of dirt washed out from beneath the treater and cracks were observed on the tank footer. Due to the severity of the issue, CROM was requested to provide an estimate for the repairs needed. The initial estimate from CROM was around \$750K. However, staff requested CROM perform additional inspections which included using ground penetrating radar (GPR) to survey the soil conditions beneath the tank. The GPR inspection confirmed the void beneath the tank was isolated to the SE quadrant. CROM was able to refine the estimate to \$373,406.00 for the required repairs.

The scope of work includes removing all the coating from the floor to ensure there are no additional areas of concern. Next, they will inject excavatable concrete through the slab to stabilize the void beneath the tank. Once stabilized, they will remove a section of the tank floor and excavate the area around the pipe. Once the pipe is replaced, they will encase the new pipe with concrete and repair the floor. Lastly, they will apply a new epoxy coating to the floor. They also quoted an optional clarifier grout topping replacement in the amount of \$154,594.00 but staff does not believe that is needed. The tank floor repairs, and pipe replacement will take approximately 8 weeks to complete. Should dewatering not be required, there is a deduction of \$57,513.00.

While the Lime Plant typically only has 2 treaters in operation at any given time, it is important to have all three treaters operational so that maintenance can be done on a treater without losing production capacity. Staff is requesting approval for the repairs in the amount of \$373,406.00. Some of Production's planned projects for FY25 have been put on hold to allocate budget for these required repairs.

This requisition is a Purchasing exception based on standardization as CROM is the contractor that originally built this tank, as well as several of the other concrete water treater tanks. The tank was constructed using specialized methods and materials unique to their design and construction process. To ensure structural compatibility, safety, and performance, the District will standardize the repairs to match the original construction specifications. Utilizing the original contractor will maintain consistency in materials and workmanship, while minimizing risk of system failure due to incompatible repair techniques. Therefore, standardization is necessary and in the best interest of the District.

FISCAL IMPACT:500467-530-101 System Repair & Maint – Prod

Budget Resolution Required: yes no

| | |
|----------------------------|-----------------------------|
| Amount Budgeted | \$ 1,215,439.13 |
| Year to Date Expenditures | \$ 283,328.50 |
| Open PO's | \$ 279,320.12 |
| Total Expenditure Required | <u>\$ 373,406.00</u> |
| Remaining in Budget | <u>\$ 282,715.50</u> |

MOTION: To authorize the Administrator to sign CROM's revised Proposal dated May 30, 2025, in the total amount of \$373,406.00 for the Tank Floor Repairs and Underground Pipe Replacement only. Funds to come from Water Revenues.

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

ACTION TAKEN BY BOARD: _____ Denied _____ Approved / Resolution No: _____

ATTACHMENTS:

- CROM's PROPOSAL 20250225 Revised May 30, 2025
- FINAL REPORT GEOPHYSICAL INVESTIGATION CROM CLARIFIER TANK SITE ENGLEWOOD, FL Dated April 25, 2025

May 23, 2025

Revised May 30, 2025

PROPOSAL 20250225

TANK FLOOR REPAIR AND UNDERGROUND PIPE REPLACEMENT 400,000-GALLON CLARIFIER ENGLEWOOD, FLORIDA

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repairs of the prestressed concrete tank in accordance with applicable portions of the plans and specifications dated N/A, for **ENGLEWOOD WATER DISTRICT** ("Client"). The work will be completed in accordance with applicable codes and standards including OSHA, AWWA, AMPP, ICRI, ACI and standard prestressed concrete tank design. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish supervision, labor, material, and equipment required to complete the work, except as noted in Section 2. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the readily accessible portions of the following tank unless specified differently below:

- 100,000-Gallon Clarifier
32'-0" ID x 17'-0" SWD
(CROM Job No. 1974-M-022)
- a. Mobilization of crew, equipment, and materials to job site.
- b. Tank Undermining and Void repairs:
 - 1) Ultra-high-water blast at a minimum of 20,000 psi to remove **up to 805 square feet** of existing coatings, laitance, curing compounds, and other foreign contaminants from the substrate to determine current conditions of floor.
 - 2) Core a grid system of holes into the tank floor above the area of undermined soils determined by the Ground Penetrating Radar results.
 - 3) Place excavatable concrete by high pressure injection to displace loose soils and filling void under tank floor.
 - 4) Patch core holes with a polymer-modified portland cement mortar bringing the repair flush with adjacent surfaces.
- c. Installation of new 6" DIP Sludge Pipe:
 - 1) Carefully cut out / create a new opening in the tank floor approximately 12-foot-wide x 16-foot long preserving as much existing reinforcing steel as possible.
 - 2) Excavate up to 8 cubic yards of concrete and soil and remove existing sludge pipe.
 - 3) Install new sludge pipe based on engineering plans and specifications.
 - 4) Place up to 4 cubic yards of concrete to encase new sludge pipe.
 - 5) Install new reinforcing steel as needed. Apply a bonding epoxy to existing concrete edges and exposed reinforcing steel to ensure proper bonding with new concrete.
 - 6) Place up to 4 cubic yards of concrete filling remaining excavation.
 - 7) Apply two coats of a Cycloaliphatic Amine Epoxy at 8-10 mils DFT per coat **up to 805 square feet** to

LOCATIONS

GAINESVILLE, FL | HEADQUARTERS

AUSTIN, TX | CHATTANOOGA, TN | FT. MYERS, FL | RALEIGH, NC | W. PALM BEACH, FL

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the patched area of the tank floor concrete surfaces, per manufacturer's recommendation.

- d. Exterior Sump Wall Rebuild:
 - 1) Mechanically prepare the edges of the sump CMU wall that was removed.
 - 2) Place formwork and reinforcing steel as needed.
 - 3) Place concrete and cure. Remove formwork and finish concrete.

- e. **Optional Clarifier Grout Topping Replacement:** (Estimated Square Footage; 613 SF)
 - 1) Ultra-high-water blast at a minimum of 20,000 psi to remove **up to 613 square feet at a maximum depth of 2-inches** of existing grout topping from the tank floor.
 - 2) Place access equipment and protection of adjacent equipment as needed.
 - 3) Pressure wash **up to 613 square feet** of the prepared floor surfaces receiving the new grout topping at a minimum of 5,000 psi to remove salts, dirt, dust, grease, oil, and other soluble contaminants from the substrate.
 - 4) Apply FLEX-CON acrylic latex bond coat per manufacturer's TDS.
 - 5) Place **up to 613 square feet** of new grout topping using a 3,000 psi Ready Mix with Fiber at a **maximum depth of 1/2-inches** utilizing the clarifier arm mechanism as a screed.
 - 6) Wet cure new grout as needed.

Please Note:

All cementitious material used in the repairs mentioned in the scope of work above will require a 28-day cure time prior to coatings application.

The coatings application mentioned above will require a 7-day cure prior to submersion per the materials PDS.

2. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free and uninterrupted access to the structure for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not installed prior to the completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify any and all processors of the project site that the Client has granted CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.

- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim.

- c. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each tank site.

- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric

power, add \$500.00 per week to the contract amount.

- e. Any permit or other fees from any AHJ, as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
 - f. Drainage and disposal of the tank's contents.
 - g. Refilling, disinfecting, bacteriological sampling, and testing of the tank's contents.
 - h. Cleaning the interior and exterior of the tank and accessories.
 - i. Complete lock-out and tag-out of the subject tank prior to personnel entering each tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank is rendered "safe" before CCR performs air quality testing to enter each tank.
 - j. All professional engineering design services.
 - k. Confined space compliance including hole watch, ventilation, retrieval system, and safe and clear access to the work area compliant to all local, state, and federal regulations for the duration of our work.
 - l. Proper environmental conditions including ambient temperature, moisture control and curing conditions.
 - m. Adhesion testing as required by the specifications.
 - n. Hazardous material removal and disposal as required by the specifications.
3. SCHEDULE, COMMENCEMENT, AND DELAYS
- This quotation is valid for 30 days. Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.
- CCR will be prepared to start work on or before August 4, 2025, the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work with the durations noted below:

Tank Floor Repairs and Pipe Placement: 8 Weeks (Includes Cure Time)

Grout Topping Replacement: 3 Weeks

4. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

| | |
|--|-----------------------|
| Tank Floor Repairs and Underground Pipe Replacement | \$ 373,406.00 |
| Optional Clarifier Grout Topping Replacement: | \$ 154,594.00 |
| Deduct if Dewatering is not required. | (\$ 57,513.00) |

Please Note:

Pricing includes Payment and Performance Bond in the amount of 100% total contract price, and recording of the Bond with Sarasota County Clerk's office. A certified copy of the recorded Bond shall be furnished to Purchasing before commencement of work.

CROM's proposal is predicated on working four 10-hour workdays. If the site restrictions do not allow for a 10-hour workday, then our price will be renegotiated.

This Proposal does not include an allowance for prevailing wage rates.

5. ACCEPTANCE

This proposal is offered for your acceptance within **30 days** from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal, and incorporated terms and conditions, with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal and incorporated terms and conditions shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Cameron Kenyon
Business Development Manager



Nick Martin
Region Lead

/nkm.mj

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during the performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification/coating of the aforementioned structure(s), including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed, and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE

CCR represents and warrants that it and its agents, staff, and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies, which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Within the limits and conditions of such insurance, CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff, and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

4. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

5. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal, including other contractors or parties working on the project, or, if necessary, a surety of CCR.

6. LABOR

If CCR is required to employ persons of an affiliation desirable to the Client, or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the scope of work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment, or permit-required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

This proposal is predicated on open-shop labor conditions, using our own personnel.

7. SCHEDULE, COMMENCEMENT, AND DELAYS

If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date our contract price will increase \$200.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

Schedule changes not caused by CCR, including but not limited to delays to the Anticipated Construction Start Date, additional mobilizations and demobilizations not included in the original price, and other delays that impact CCR and cause actual additional costs shall be equitably compensated via change order procedures for time and price.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed \$200.00/manhour until the crew is able to resume work on the project. Any additional remobilizations will be reimbursed to CCR.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

8. PAYMENTS

Periodic and final payment, including any retention, shall be made within net 30 days of sufficient invoice from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third-party contracts and billing management services, or use of any software, as may be required by the Client or Owner, will be added to the Contract Price by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to

Client Acceptance: _____ (Initials)

a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 30 days after such payment is due as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

9. DISPUTE RESOLUTION

In the event of a controversy or claim related to this Proposal, then the Parties will engage in high-level management discussions within five (5) days of written notice to the other Party. If the issues remain unresolved, then the Parties will engage in Mediation per AAA Construction Industry Mediation Rules in the State of the place of the Project, unless an alternative location is agreed upon by the Parties in writing. The mediation shall be convened within thirty (30) days of a Party's mediation request. Each Party shall be responsible for their own attorneys' fees for the mediation; and the mediator costs shall be shared equally by the Parties. If the matter still remains unsettled after submission to mediation, the Parties may engage in litigation in the state or federal court having jurisdiction in the location of the Project, and the laws of State of the Place of the Project shall control jurisdiction, unless otherwise agreed to by the Parties in writing. The Prevailing Party shall be entitled to reasonable attorneys' fees and costs from the Non-Prevailing Party, upon an award of the Court.

10. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank(s)/structure(s) or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special, or delay damages, or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent, or concealed conditions which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

11. TERMINATION

This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before the expiration of the period specified in the written notice. In the event of termination, CCR shall be paid

for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records, and reports if necessary.

12. WARRANTY

CCR will warranty its workmanship and materials on its work covered in this Proposal for a period of one year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk-through with the responsible party overseeing our work for the Client. The warranty will begin on the date of the final walk-through, date of signed certificate of completion, or date of CROM's final invoice, whichever occurs first. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's warranty is limited to defects in CCR's workmanship and materials, excluding active leak repairs, inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear, or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

FINAL REPORT
GEOPHYSICAL INVESTIGATION
CROM CLARIFIER TANK SITE
ENGLEWOOD, FLORIDA

Prepared for CROM
Fort Myers, FL

Prepared by GeoView, Inc.
St. Petersburg, FL



April 25, 2025

Mr. T.J. Williams
CROM
12663 Metro Pkwy. Unit #B
Fort Myers, FL 33966

**Subject: Transmittal of Final Report for Geophysical Investigation
CROM Clarifier Tank Site
Englewood, Florida
GeoView Project Number 43212**

Mr. Williams

GeoView Associates, Inc. (GeoView) is pleased to submit the final report that summarizes and presents the results of the geophysical investigation performed at the above referenced site. Geophysical testing methods were used to help determine the presence of near surface voids that may be present at the project site. GeoView appreciates the opportunity to have assisted you on this project. If you have any questions or comments about the report, please contact us.

Sincerely,

GEOVIEW ASSOCIATES, INC.

Stephen Scruggs, P.G.
Vice President
Florida Professional Geologist Number 2470

A Geophysical Services Company

*5709 First Avenue South
St. Petersburg, FL 33707*

*Tel.: (727) 209-2334
Fax: (727) 328-2477*

1.0 Introduction

A geophysical investigation was performed on April 16, 2025, at CROM Clarifier Tank site located at 201 Selma Ave in Englewood, Florida. At the time of the survey, the clarifier tank was undermined in the southeastern portion along the pathway of a 4-inch diameter utility pipe. Of concern was the extent of the undermined area and possible presence of additional shallow voids below the tank.

2.0 Description of Geophysical Investigation

A ground penetrating radar (GPR) survey was completed along a series of perpendicular transects spaced 2 feet (ft) apart within the interior of the clarifier tank (Figure 1). Additional transects were conducted around the perimeter of the tank as well. The GPR data was collected using a GSSI Flex with a 2,600 Mega-hertz (MHz) antenna and a GSSI SIR 4000 with a 350 MHz antenna. The GPR settings used for the survey are presented in Table 1.

Table 1
GPR Equipment Settings Used for Survey

| Location | Antenna Frequency | Time Range (nano-seconds) | Estimated Depth of GPR Signal Penetration in ft below land surface (bls) |
|----------|------------------------|---------------------------|--|
| Interior | 2600 MHz ^{1/} | 25 | 2 to 3 |
| Exterior | 350 MHz | 61 | 8 to 9 |

1/ MHz means mega-Hertz and is the mid-range operating frequency of the GPR antenna.
2/ bls means below land surface

The 350 MHz antenna was used to collect GPR data at the greatest depth possible at the site in order to assess deeper soil conditions around the tank's perimeter. The 2600 MHz antenna was used to provide a very high-resolution of near-surface soil conditions directly below the slab. A description of the GPR technique and the methods employed for shallow void characterization studies is provided in Appendix A2.2.

3.0 Identification of Possible Voids Using GPR

The features observed on GPR data that are most commonly associated with void formation are:

- A downwarping of GPR reflector sets, that are associated with suspected lithological contacts, toward a common center. Such features typically have a bowl or funnel shaped configuration and can be associated with a deflection of overlying sediment horizons caused by the migration of sediments into underlying voids. If the GPR reflector sets are sharply downwarping and intersect, they can create a “bow-tie” shaped GPR

reflection feature, which often designates the apparent center of the GPR anomaly.

- A localized significant increase in the depth of the penetration and/or amplitude of the GPR signal response. The increase in GPR signal penetration depth or amplitude is often associated with void formation
- An increase in the amplitude of horizontal reflector sets below the concrete slab indicating an air space void.

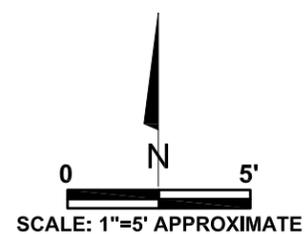
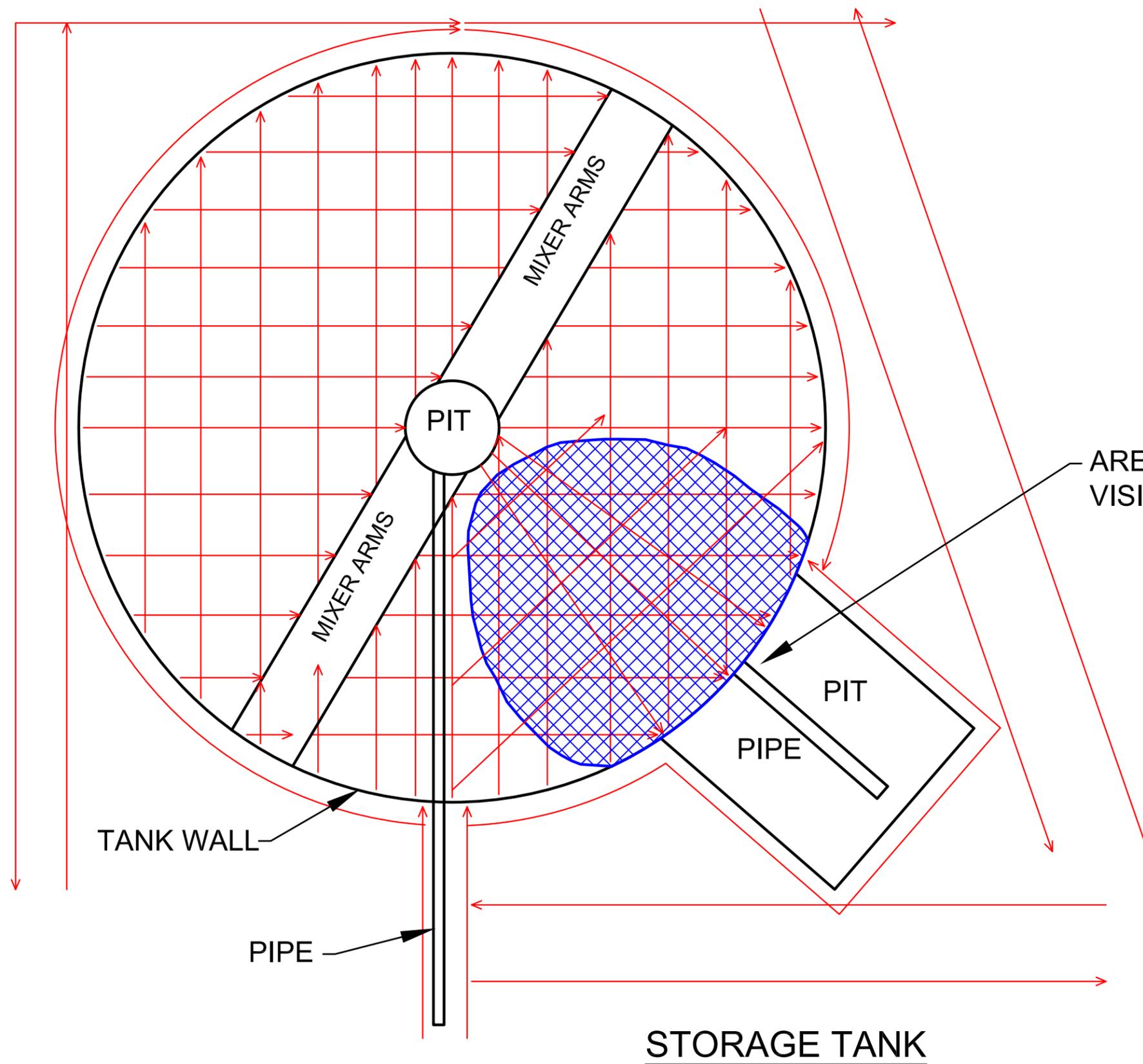
The greater the severity of these features or a combination of these features the greater the likelihood that the soils are disturbed, and voids are possibly present.

4.0 Survey Results

The GPR investigation identified a large suspected void area corresponding to the visible undermining in the southeastern portion of the tank. The GPR anomaly extended to a depth of approximately 1 to 1.5 ft below the bottom of the slab. The GPR anomaly was characterized by localized increases in the amplitude and horizontal banding of the GPR signal underlying the base of the concrete. The location of the anomaly area is shown in blue on Figure 1.

In addition, the GPR data confirmed the concrete slab was approximately 4 to 6 inches in thickness and was reinforced with a rebar grid spaced approximately 8 to 10 inches apart. An example of the GPR data collected across the anomaly area at the project site is provided in Appendix 1. A discussion of the limitations of the GPR technique in void development studies is provided in Appendix 2.

APPENDIX 1
FIGURE AND EXAMPLE OF GPR DATA



AREA OF
VISIBLE VOID

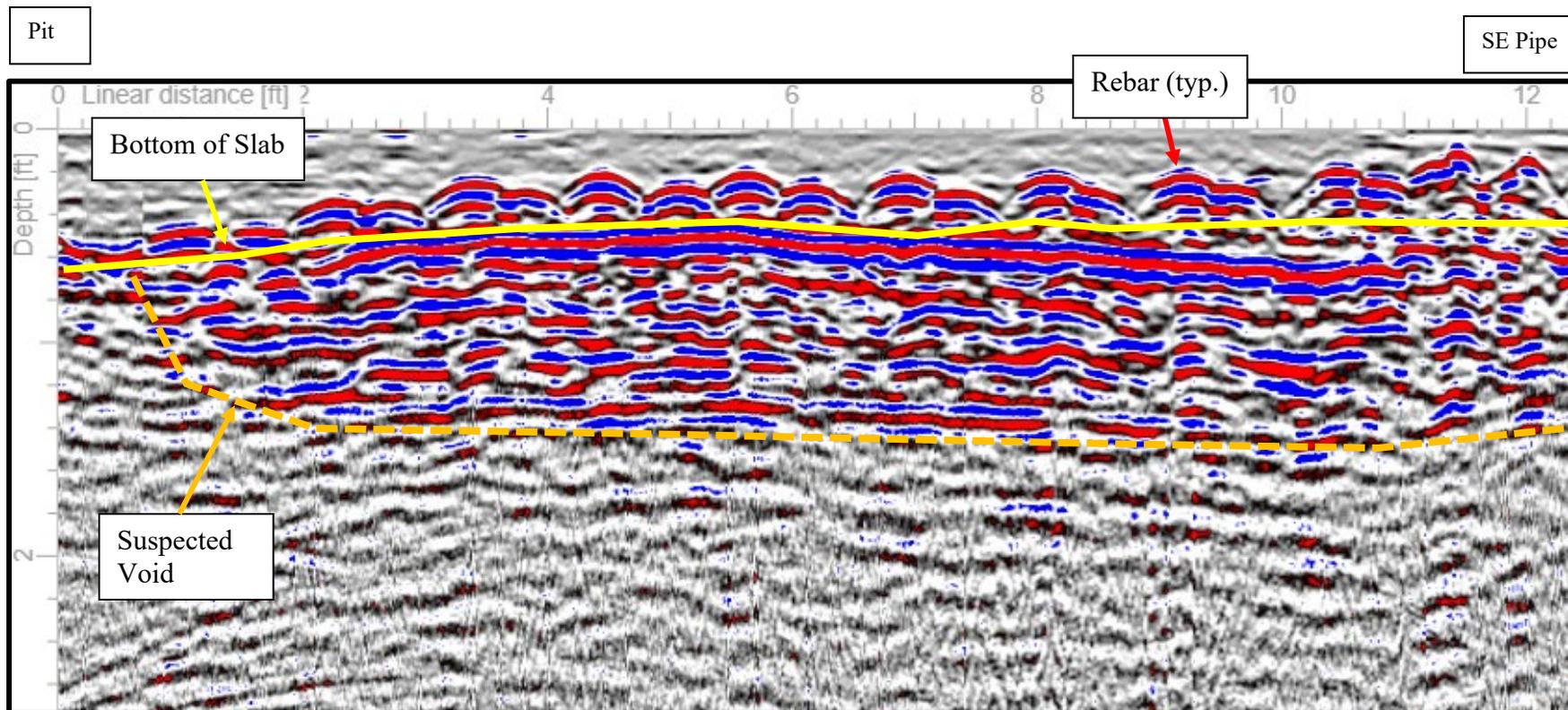
EXPLANATION

- GPR TRANSECTS WITH DIRECTION
- ⊞ VOID .5'-1.5'

| | |
|--|--|
| CROM CLARIFIER TANK SITE 201 SELMA AVENUE ENGLEWOOD, FLORIDA | |
| CROM FORT MYERS, FLORIDA | PROJECT: 43212 DATE: 04/25/25 |



FIGURE 1
SITE MAP
 SHOWING RESULTS
 OF GEOPHYSICAL
 INVESTIGATION



GPR TRANSECT ACROSS GPR ANOMALY (FROM CENTRAL PIT TO SE PIPE)

APPENDIX 2

DESCRIPTION OF GEOPHYSICAL METHODS, SURVEY METHODOLOGIES AND LIMITATIONS

A2.1 On Site Measurements

The measurements that were collected and used to create the site map were made using a fiberglass measuring tape. The degree of accuracy of such an approach is typically +/- 2.5% for lengths and +/- 2.5 degrees for angles.

A2.2 Ground Penetrating Radar

Ground Penetrating Radar (GPR) consists of a set of integrated electronic components which transmits high frequency (200 to 1500 megahertz [MHz]) electromagnetic waves into the ground and records the energy reflected back to the ground surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed as both printed hard copy output or recorded on the profiling recorder's hard drive for later review. GeoView uses Mala and GSSI GPR systems. Void studies are typically conducted using a 400 to 2600 MHz antenna.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short-duration electromagnetic (EM) waves that are generated as the antenna is pulled across the ground surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity that is directly related to conductivity of a material. The GPR method is commonly used to identify such targets as underground utilities, underground storage tanks or drums, buried debris, voids, rebar or geological features.

The greater the electrical contrast between the surrounding materials (earth or concrete) and target of interest, the greater the amplitude of the reflected return signal. Unless the buried object is metal, only part of the signal energy will be reflected back to the antenna with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target interest and surrounding earth materials it will be very difficult if not impossible to identify the object using GPR.

A GPR survey is conducted along survey lines (transects), which are measured paths along which the GPR antenna is moved. Electronic marks are placed in the data by the operator at designated points along the GPR transects. These marks allow for a correlation between the GPR data and the position of the GPR antenna on the

ground.

The depth of penetration of the GPR signal is also reduced as the antenna frequency is increased. However, as antenna frequency is increased the resolution of the GPR data is improved. Therefore, when designing a GPR survey a tradeoff is made between the required depth of penetration and desired resolution of the data. As a rule, the highest frequency antenna that will still provide the desired maximum depth of penetration should be used. A relatively high frequency is often used for void development studies.

A GPR survey is conducted along survey lines (transects) which are measured paths along which the GPR antenna is moved. Electronic marks are placed in the data by the operator at designated points along the GPR transects. These marks allow for a correlation between the GPR data and the position of the GPR antenna on the ground.

Depth estimates are determined by dividing the time of travel of the GPR signal from the ground surface to the top of the feature by the velocity of the GPR signal. The velocity of the GPR signal is usually obtained from published tables of velocities for the type and condition (saturated vs. unsaturated) of soils underlying the site. The accuracy of GPR-derived depths typically ranges from 20 to 40 percent of the total depth.

A2.3 Limitations

The analysis and collection of GPR data is both a technical and interpretative skill. The technical aspects of the work are learned from both training and experience. Having the opportunity to compare GPR data collected in numerous settings to the results from geotechnical studies performed at the same locations develops interpretative skills for void development studies.

The ability of GPR to collect interpretable information at a project site is limited by the attenuation (absorption) of the GPR signal by underlying soils. Once the GPR signal has been attenuated at a particular depth, information regarding deeper geological conditions will not be obtained. GPR data can only resolve subsurface features that have a sufficient electrical contrast between the feature in question and surrounding earth materials. If an insufficient contrast is present, the subsurface feature will not be identified.

GeoView can make no warranties or representations of geological conditions that may be present beyond the depth of investigation or resolving capability of the GPR equipment or in areas that were not accessible to the geophysical investigation.

BOARD AGENDA ITEM SUMMARY

7b

MEETING DATE: **June 12, 2025**

SUBJECT: **Hurricane Milton I&I Repairs**

CATEGORY: Consent

Discussion

Action

CONTACT PERSON : **Keith Ledford**

DEPARTMENT : **Technical Support**

ITEM: **Hurricane Milton I&I Repairs**

PURPOSE / JUSTIFICATION: **Following the manhole inspections and smoke testing that was completed by USSI, there were 58 manholes identified as having infiltration observed and/or needing internal repairs. Earlier this year, staff was approached by the Hinterland Group, Inc to inquire about any potential projects. Hinterland Group previously worked as a subcontractor to GML for the CIPP pipelining on the Blue Heron project. They have performed work across the state including work in Charlotte, Sarasota and Manatee Counties. Hinterland has provided pricing for the 58 manholes based on a piggyback utilizing the City of Port St. Lucie Contract #2020014 Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells in the amount of \$93,198.00.**

FISCAL IMPACT: 625673-600-250 CIP – Hurricane Milton I&I Repairs

Budget Resolution Required: yes no

| | |
|----------------------------|----------------------|
| Amount Budgeted | \$ 300,000.00 |
| Year to Date Expenditures | \$ 0.00 |
| Open PO's | \$ 57,925.65 |
| Total Expenditure Required | \$ <u>93,198.00</u> |
| Remaining in Budget | \$ <u>148,876.35</u> |

MOTION: **To authorize the Administrator to sign the Hinterland Group Proposal #25-0102-00 in the total amount of \$93,198.00. Funds to come from Wastewater Revenues.**

Prepared By: **Ashley Aguiar**

Date: **June 5, 2025**

Approvals:

Administrator

Finance

Water Operations

Wastewater Operations

ACTION TAKEN BY BOARD: Denied Approved / Resolution No: _____

ATTACHMENTS:

- Hinterland Group Proposal #25-0102-00
- Manhole Rehabilitation Breakdown
- Hinterland – City of Port St Lucie – Contract #20200014 – Piggyback – Provided Electronically Only (*Hard Copy Available Upon Request*)



Hinterland Group, Inc.
 2051 W Blue Heron Blvd
 Riviera Beach, FL 33404
 (561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 25-0102-00

ADDRESS

Englewood Water District
 Keith Ledford
 201 Selma Avenue Englewood, FL 34223
kledford@ewdfl.com

DATE: 5/22/25

JOB NAME: Englewood Water District MH Rehab **PSL Piggyback**

| ACTIVITY | QUANTITY | UNIT | RATE | AMOUNT |
|---|----------|---------|-------------|---------------------|
| Line Item #1 - Mobilization | 1.0 | LS | \$ 2,500.00 | \$ 2,500.00 |
| Line Item #2 - Sand Abrasive Blasting, Existing Coating Removal | 2901 | SF | \$ 5.00 | \$ 14,505.00 |
| Line Item #4 - High Pressure Water Blasting | 4242 | SF | \$ 2.50 | \$ 10,605.00 |
| Line Item #5 - Cementitious Coating | 4242 | SF | \$ 14.00 | \$ 59,388.00 |
| Line Item #12 - Rebuild Manhole Bench and Channel | 7 | EA | \$ 350.00 | \$ 2,450.00 |
| Line Item #25 Traffic Control | 15 | Per Day | \$ 250.00 | \$ 3,750.00 |
| TOTAL | | | | \$ 93,198.00 |

Pricing is based on City of Port St. Lucie Contract #20200104 Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells
 Per FPUA POA No. 22-55

- Exclusions:
- No Permits, Bonding, Surveying or As-Built services included
 - No landscape restoration is included
 - No Bypass pumping included
 - Anything else not specifically listed above

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____ Accepted Date: _____

Manhole Rehabilitation Breakdown

| | |
|--------------------|--|
| Owner: | Englewood Water District |
| Job #: | |
| Job Name: | Manhole Rehab |
| Contract #: | |
| Title: | Manhole Rehab Englewood Water District |



Manhole Repair Bench Repair Chimney Repair

| | | Unit of Measure | | | SF | SF | SF | SF | SF | EA | Gallon | DAY | EA | |
|----|-----------|-----------------|-------|--------|------------|---------------|---------------|----------------------|------------------|---------------|-------------------|----------------|----------------|-------------|
| | | Unit Price | | | \$ 5.00 | \$ 12.00 | \$ 2.50 | \$ 14.00 | \$ 12.00 | 350.00/450.00 | \$ 25.00 | 250.00/1000.00 | \$1,200.00 | |
| | MH # | Diameter | Depth | SF | Sand Blast | Liner Removal | Pressure Wash | Cementitious Coating | Supplemental .5" | Bench Work | Chemical Grouting | MOT | Ring and Cover | Total |
| 1 | 201-1.6 | 4 | 7 | 82.90 | \$ 414.48 | \$ - | \$ 207.24 | \$ 1,160.54 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,782.26 |
| 2 | 201.1A | 4 | 4 | 46.47 | \$ 232.36 | \$ - | \$ 116.18 | \$ 650.61 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 999.15 |
| 3 | 201-1.3 | 4 | 7 | 91.69 | \$ 458.44 | \$ - | \$ 229.22 | \$ 1,283.63 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,971.29 |
| 4 | 201-1.15 | 4 | 8 | 100.48 | \$ 502.40 | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,160.32 |
| 5 | 201-1.14 | 4 | 8 | 100.48 | \$ 502.40 | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,160.32 |
| 6 | 201-1.13 | 4 | 7 | 91.69 | \$ 458.44 | \$ - | \$ 229.22 | \$ 1,283.63 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,971.29 |
| 7 | 201-1.11A | 4 | 6 | 80.38 | \$ 401.92 | \$ - | \$ 200.96 | \$ 1,125.38 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,728.26 |
| 8 | 201-1.11 | 4 | 6 | 75.36 | \$ 376.80 | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ 350.00 | \$ - | \$ - | \$ - | \$ 1,970.24 |
| 9 | 201-1.10 | 4 | 3 | 42.70 | \$ 213.52 | \$ - | \$ 106.76 | \$ 597.86 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 918.14 |
| 10 | 201-1.9 | 4 | 5 | 62.80 | \$ 314.00 | \$ - | \$ 157.00 | \$ 879.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,350.20 |
| 11 | 201-1.8 | 4 | 4 | 50.24 | \$ 251.20 | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,080.16 |
| 12 | 202-2.15 | 4 | 5 | 66.57 | \$ 332.84 | \$ - | \$ 166.42 | \$ 931.95 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,431.21 |
| 13 | 202-2.17 | 4 | 4 | 43.96 | \$ - | \$ - | \$ 109.90 | \$ 615.44 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 725.34 |
| 14 | 202-2.7 | 4 | 4 | 50.24 | \$ 251.20 | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ 350.00 | \$ - | \$ - | \$ - | \$ 1,430.16 |
| 15 | 202-2.8 | 4 | 3 | 37.68 | \$ 188.40 | \$ - | \$ 94.20 | \$ 527.52 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 810.12 |
| 16 | 202-2.9 | 4 | 4 | 50.24 | \$ 251.20 | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ 350.00 | \$ - | \$ - | \$ - | \$ 1,430.16 |
| 17 | 202-2.10 | 4 | 5 | 62.80 | \$ - | \$ - | \$ 157.00 | \$ 879.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,036.20 |
| 18 | 202-2.11 | 4 | 7 | 87.92 | \$ 439.60 | \$ - | \$ 219.80 | \$ 1,230.88 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,890.28 |
| 19 | 202-2.12 | 4 | 4 | 50.24 | \$ 251.20 | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,080.16 |
| 20 | 203-3.10 | 4 | 4 | 50.24 | \$ - | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 828.96 |
| 21 | 204-4.7 | 4 | 8 | 100.48 | \$ 502.40 | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,160.32 |
| 22 | 204-4.4 | 4 | 9 | 113.04 | \$ - | \$ - | \$ 282.60 | \$ 1,582.56 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,865.16 |
| 23 | 204-4.9 | 4 | 4 | 50.24 | \$ 251.20 | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,080.16 |
| 24 | 211-2 | 4 | 7 | 87.92 | \$ - | \$ - | \$ 219.80 | \$ 1,230.88 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,450.68 |
| 25 | 211-15 | 4 | 4 | 50.24 | \$ - | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 828.96 |
| 26 | 211-5 | 4 | 10 | 125.60 | \$ - | \$ - | \$ 314.00 | \$ 1,758.40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,072.40 |
| 27 | 211-7 | 4 | 8 | 100.48 | \$ - | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,657.92 |
| 28 | 211-9 | 4 | 5 | 62.80 | \$ - | \$ - | \$ 157.00 | \$ 879.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,036.20 |
| 29 | 228-1 | 4 | 8 | 100.48 | \$ 502.40 | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,160.32 |
| 30 | 228-1A | 4 | 7 | 87.92 | \$ 439.60 | \$ - | \$ 219.80 | \$ 1,230.88 | \$ - | \$ 350.00 | \$ - | \$ - | \$ - | \$ 2,240.28 |
| 31 | 205-4 | 4 | 2 | 25.12 | \$ 125.60 | | \$ 62.80 | \$ 351.68 | | | | | | \$ 540.08 |
| 32 | 205-5.9 | 4 | 8 | 94.83 | \$ 474.14 | \$ - | \$ 237.07 | \$ 1,327.59 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,038.80 |
| 33 | 205-5.5 | 4 | 5 | 56.52 | \$ 282.60 | \$ - | \$ 141.30 | \$ 791.28 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,215.18 |

| | | | | | | | | | | | | | | |
|----|-----------|---|----|---------|--------------|------|--------------|--------------|-------------|-------------|------|-------------|-------------|--------------|
| 34 | 295-5.4 | 4 | 3 | 40.19 | \$ - | \$ - | \$ 100.48 | \$ 562.69 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 663.17 |
| 35 | 217-1 | 4 | 6 | 75.36 | \$ 376.80 | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,620.24 |
| 36 | 217-2 | 4 | 5 | 62.80 | \$ 314.00 | \$ - | \$ 157.00 | \$ 879.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,350.20 |
| 37 | 217-3 | 4 | 6 | 75.36 | \$ 376.80 | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,620.24 |
| 38 | 206-6.17 | 4 | 6 | 75.36 | \$ - | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ 350.00 | \$ - | \$ - | \$ - | \$ 1,593.44 |
| 39 | 206-6.14 | 4 | 4 | 50.24 | \$ - | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 828.96 |
| 40 | 206-6.13 | 4 | 6 | 75.36 | \$ - | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,243.44 |
| 41 | 206-6.9 | 4 | 6 | 75.36 | \$ - | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,243.44 |
| 42 | 207-7.25 | 4 | 7 | 87.92 | \$ - | \$ - | \$ 219.80 | \$ 1,230.88 | \$ 1,055.04 | \$ 350.00 | \$ - | \$ - | \$ - | \$ 2,855.72 |
| 43 | 207-7.17 | 4 | 5 | 62.80 | \$ 314.00 | \$ - | \$ 157.00 | \$ 879.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,350.20 |
| 44 | 207-7.9 | 4 | 4 | 50.24 | \$ 251.20 | \$ - | \$ 125.60 | \$ 703.36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,080.16 |
| 45 | 208-8.24 | 4 | 6 | 75.36 | \$ 376.80 | \$ - | \$ 188.40 | \$ 1,055.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,620.24 |
| 46 | 208-8.21 | 4 | 3 | 37.68 | \$ 188.40 | \$ - | \$ 94.20 | \$ 527.52 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 810.12 |
| 47 | 208-8.20A | 4 | 10 | 119.32 | \$ 596.60 | \$ - | \$ 298.30 | \$ 1,670.48 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,565.38 |
| 48 | 208-8.15 | 4 | 8 | 100.48 | \$ 502.40 | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,160.32 |
| 49 | 208-8.14 | 4 | 8 | 100.48 | \$ 502.40 | \$ - | \$ 251.20 | \$ 1,406.72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,160.32 |
| 50 | 208-8.10 | 4 | 9 | 113.04 | \$ 565.20 | \$ - | \$ 282.60 | \$ 1,582.56 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,430.36 |
| 51 | 208-8.11 | 4 | 4 | 50.63 | \$ 253.15 | \$ - | \$ 126.57 | \$ 708.81 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,088.53 |
| 52 | 208-8.13 | 4 | 3 | 37.68 | \$ 188.40 | \$ - | \$ 94.20 | \$ 527.52 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 810.12 |
| 53 | 208-8.8 | 4 | 9 | 113.04 | \$ 565.20 | \$ - | \$ 282.60 | \$ 1,582.56 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,430.36 |
| 54 | 209-9.22 | 4 | 4 | 55.97 | \$ 279.83 | \$ - | \$ 139.92 | \$ 783.53 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,203.27 |
| 55 | 209-9.11 | 4 | 6 | 69.08 | \$ 345.40 | \$ - | \$ 172.70 | \$ 967.12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,485.22 |
| 56 | 209-9.9 | 4 | 8 | 94.83 | \$ - | \$ - | \$ 237.07 | \$ 1,327.59 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,564.66 |
| 57 | 202-2.1 | 4 | 5 | 68.51 | \$ 342.57 | \$ - | \$ 171.29 | \$ 959.21 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,473.07 |
| 58 | 207-7.14 | 4 | 7 | 94.16 | \$ - | \$ - | \$ 235.41 | \$ 1,318.29 | \$ - | \$ 350.00 | \$ - | \$ - | \$ - | \$ 1,903.70 |
| | TOTALS | | | 4242.00 | \$ 14,505.00 | 0.00 | \$ 10,605.00 | \$ 59,388.00 | | \$ 2,450.00 | \$ - | \$ 3,750.00 | \$ 2,500.00 | \$ 93,198.00 |

AGREEMENT TO PIGGYBACK
CITY OF PORT ST. LUCIE Contract No. 20200104
REHABILITATION OF CITY SEWER STRUCTURES,
MANHOLES AND LIFT STATION WET WELLS

THIS AGREEMENT is made as of **May 29, 2025**, between **Englewood Water District**, a Florida Special District, whose address is 201 Selma Ave, Englewood, FL 34223 (hereinafter referred to as the “**DISTRICT**”), and **Hinterland Group, Inc.** whose address is 2051 West Blue Heron Blvd., Riviera Beach, FL 33404 (“**CONTRACTOR**”).

WHEREAS, the **CONTRACTOR**, entered into a Contract dated April 27, 2021 with the City of Port St. Lucie (“**CONTRACTING ENTITY**”) resulting from the award of the **CONTRACTING ENTITY**’s eBid #20200104. The Contract is included here as Attachment A.

WHEREAS, The **DISTRICT** has the legal authority to “piggyback” a Contract procured by another government entity when seeking to utilize the same or similar services provided by the said Contract; and

WHEREAS, the **DISTRICT** desires to “piggyback” the above referenced Contract (Attachment A) between the **CONTRACTOR** and the **CONTRACTING ENTITY** for utilization of the same or similar services for inspection, cleaning and repair of drainage infrastructure and the **CONTRACTOR** consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. **Affirmation.** The **CONTRACTOR** affirms and ratifies the terms and conditions of the above referenced Contract with the **CONTRACTING ENTITY** and agrees to perform the services set forth herein for the **DISTRICT** in accordance with the terms of said Contract through the ending date of the Contract.
2. **Changes.** Services shall be provided in accordance with the terms of the Contract with **CONTRACTING ENTITY** except for the following changes. All other terms shall remain.
 - a. **Point of Delivery.** Services for the **DISTRICT** shall be made to the locations as designated by the **DISTRICT**.
 - b. **Party Substitution.** References to “City of Port St. Lucie” (**CONTRACTING ENTITY**) shall be replaced with the “Englewood Water District” (**DISTRICT**).
 - c. **County Reference.** References to “St. Lucie County” shall be replaced with “Sarasota County”.
3. **Term.** This Agreement is effective through April 26, 2027, current end date of the City of Port St. Lucie’s Contract.

4. **Amendment.** Any Amendments to “piggybacked” Contract between CONTRACTOR and CONTRACTING ENTITY shall be automatically incorporated into this piggyback Agreement.

5. **Counterparts.** Counterparts. This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

6. **Compliance with Laws.** The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, orders and decrees of any lawful authorities having jurisdiction over the matter at issue including the Florida Public Record Laws, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: publicrecordrequests@englewoodwater.com

7. **Notices.** Any notice, demand, communication, or request required or permitted, pertaining to the Contract shall be sent by e-mail or certified mail, return receipt requested, and shall be mailed to:

As to the DISTRICT:

Bee Ling Wheaton
Procurement Manager
Englewood Water District
201 Selma Ave
Englewood, FL 34223
Tel: (941) 460-1014
Email: bwheaton@englewoodwater.com

As to the CONTRACTOR:

Lori Guild
Contract and Bid Administrator
Hinterland Group, Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Tel: (561) 640-3503
Email: lguild@hinterlandgroup.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated in the preamble to the Agreement.

FOR ENGLEWOOD WATER DISTRICT



Keith R. Ledford Jr., P.E., Administrator

FOR HINTERLAND GROUP, INC.



Chase Rogers, Chief Operating Officer





MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

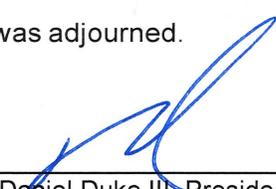
Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 20 day of JANUARY, 2025.

The President called the meeting to consider the following business: The authorization of Chase Rogers, Julie Gwinner, and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers, Julie Gwinner, and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

Dated: JANUARY 20, 2025

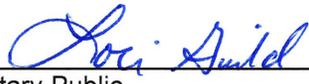


Daniel Duke III, President
Hinterland Group Inc.

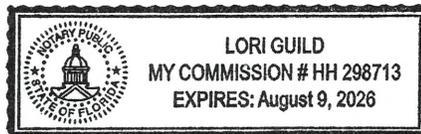
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2025
by DANIEL DUKE III.



Notary Public



Printed Name: LORI GUILD

My Commission Expires: 8/9/2026



"A City for All Ages"

**City of Port St. Lucie
Electronic Bid ("eBid")**

**Event Name: Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells
eBid (Event) Number: 20200104**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Sec. 35.05, this electronic ("eBid") is being issued to establish a contract with one or more qualified Contractors who will provide Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells to the City of Port St. Lucie (hereinafter, "City") as further described in this eBid.

A descriptive overview of the City of Port St. Lucie can be found at <https://www.cityofpsl.com/discover-us/about-psl> . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. eBid Scope of Work

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor for the rehabilitation of City sewer structures, manholes & lift station wet wells. The Contractor shall supply all labor, materials, equipment, supervision, tools, transportation, warranties and other incidentals required for each project in accordance with the Technical Specifications shown in Attachment B. Projects will be issued on an as needed basis as budget allows. The Contract period will be two (2) years with an option to renew for two (2) additional two (2) year periods upon satisfactory performance.

The Contractor must have all the required licenses and certifications necessary to perform the work. The approved license for this project is a State of Florida General Contractor with a State of Florida Underground Utility & Excavation license being an added benefit. The General Contractors must be certified by the liner systems manufacturers that they propose to use. It is the Contractor's responsibility to verify with the City of Port St. Lucie Building Department that their current license allows them to perform the work prior to submitting a bid.

1.3. Overview of the eBid Process

The objective of the eBid is to select one or more qualified Contractors (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this eBid to the City. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this eBid and resolution of any contract exceptions, the preliminary results of the eBid process will be publicly announced, by the City Clerk's office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of

the Procurement” and Section 6.4 “Selection and Award” for information concerning the number of contract awards expected.

1.4. Schedule of Events

The schedule of events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

| Description | Date | Time |
|--|---|----------------------------------|
| Release of eBid | As Published on DemandStar | N/A |
| Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5. | February 16, 2021 | 5:00 p.m. ET |
| Bidders/Offerors' Conference Location: City Hall, Building A, Room 366, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 Attendance is not mandatory | February 12, 2021 1:30 PM RSVP is mandatory | As Published on DemandStar |
| Responses to Written Questions | February 22, 2021 | 5:00 p.m. ET |
| Bids Due/Close Date and Time | As Published on DemandStar | See DemandStar |
| Finalize Contract Terms | 2 to 3 Weeks after Closing | N/A |
| Notice of Intent to Award* [NOIA] (on or about) | 3 Weeks after Closing to be Published by the City Clerk's Office | N/A |
| Notice of Award [NOA] (on or about) | Date of Issued Purchase Order to Contractor | N/A |

*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Procuring Agent)

Name: Robyn Holder, CPPB

Email: rholder@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, or “Offeror”.)

City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eBid.

Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

Material Deviation- gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition

Procurement Management Division (PMD)- The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Responsible- means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational

capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in this eBid Document may be identified separately in one or more attachments to the eBid. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Contractors" of this eBid.

1.7. Contract Term

The initial term of the contract(s) is for two (2) years from the date of the Contract. The City shall have two (2) additional two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a contract amendment from the City's Procurement Management Division. In the event that the contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eBid or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eBid Communication Document.

2.1.3. Submitting Questions

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eBid. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eBid must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eBid*

Question #2 Question, *Citation of relevant section of the eBid*

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eBid. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City's Right to Request Additional Information – Contractor's Responsibility

Prior to contract award, the City must be assured that the selected contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such information is required, the contractor will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eBid will not be considered. The Contractor's response must be complete in all respects, as required in each section of this eBid.

2.1.7. Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eBid**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eBid requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8. The City's Right to Amend and/or Cancel the eBid

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission

or other error in the eBid, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eBid known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the eBid (including any revisions/additions made in writing prior to the close of the eBid whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.**

2.1.9. Use of Subcontractor

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10. Proposal of Addition Services

If a Contractor indicates an offer of services in addition to those required by and described in this eBid, these additional services may be added to the original contract at the sole discretion of the City.

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14.](#)

2.1.12. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this eBid, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned to NOT submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a

Contractor may be marked as "confidential", "proprietary", etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eBid. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eBid provides high-level instructions regarding the process for reviewing the eBid, preparing a response to the eBid and submitting a response to the eBid.

2.2.1. eBid Released

The release of the eBid is only communicated through the posting of this eBid as an event in [DemandStar](#). This eBid is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this eBid using [DemandStar](#). Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this eBid document.

2.2.2. eBid Review

The eBid (or "Sourcing Event") consists of the following: this document, entitled "City's eBid Document", and any and all information included in the Sourcing Event, as posted to DemandStar, including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5). Attached documents may be found as follows:

2.2.3. Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eBid as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.

2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. REVIEW AND REVISE. In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress." Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
2. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

3. General Insurance, Bonding, and Permit Requirements

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

3.1. Standard Insurance Requirements

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described in the City's Standard Contract. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

- 3.1.1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
- 3.1.2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

| | |
|---|-----------------------|
| Each occurrence | \$1,000,000 |
| Personal/advertising injury | \$1,000,000 |
| Products/completed operations aggregate | \$2,000,000 |
| General aggregate | \$2,000,000 |
| Fire damage | \$100,000 any 1 fire |
| Medical expense | \$10,000 any 1 person |

- 3.1.3. **Additional Insured:** An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by the City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract have been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20200104 – Rehabilitation of City Manholes, Lift Stations & Wet Wells shall be listed as additionally insured.**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

- 3.1.4. **Automobile Liability Insurance:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis and non-contributory basis.
- 3.1.5. **Waiver of Subrogation:** The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
- 3.1.6. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent Contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products &

Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with two (2) Certificates of Insurance, and applicable endorsements. Certificates must reference the contract number and the City as the Additional Insured as described in Section 3.1.3 of the Contract. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements have been provided.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Contractor must review the City's Standard Contract for further details and coverage requirements.

3.2. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in the amount of one thousand (\$1,000.00) dollars made payable to the City of Port St. Lucie. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eBid Due Date as reflected above in Section 1.4. The responding Contractor's bid will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Robyn Holder, CPPB
Attn: Procurement Management Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Bid Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

Payment Bond – Not required.

Performance Bond/Letter of Credit – Not required.

3.2.1 Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Contractor(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Contractor(s). Permit fees are listed on the City's website at <https://www.cityofpsl.com/government/departments/building/permit-fees> .

4. eBid Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit a particular solution a contractor may have available; rather, the Contractors shall propose to meet the City's needs as defined in this eBid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor's response.

4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand

name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Contractor's General Information

Each contractor must complete all of the requested information in the electronic purchasing system entitled **Mandatory Questions** for inclusion with their bid response.

4.3. Mandatory Requirements

As noted in the preceding section, this eBid contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order for the Contractor to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eBid document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractor's review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractor understands the full scope of the City's request.

5. Cost/Pricing

Each Contractor is required to submit pricing as part of its response. (Attachment D – Schedule A)

5.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eBid or contract; and

8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor's response.

5.2 Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor's response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download the cost worksheet (if any), complete the worksheet and then upload the worksheet by following the instructions in DemandStar.

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the eBid as described further in Section 6.7 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 "eBid Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation

is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law.

Single or Multiple Award

Any contract award(s) resulting from the eBid will be made to the Responsive and Responsible Contractor(s) that exhibit the best value as evaluated in Section 6.3, that meet all required specifications, and with whom the City has reached agreement on all contract terms and conditions. The City reserves the right to select one or more contractors for award and to award all items to one or more contractors, individual line items to one or more contractors, or subcategories of products/services to one or more contractors when to do so is in the best interests of the City.

6.5. Local Preference in Purchasing or Contracting (Sec. 35.12, Ord. No. 10-26)*

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
 - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of the local business.
 - b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."
2. Limitations:
 - a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
 - b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
 - c. The provisions of this ordinance shall not apply to contracts made under the Contractors Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

* Please review (Sec. 35.12, Ord. No. 10-26) for the full governing ordinance

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids.

Each individual sample must be labeled with Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.7. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE CITY CLERK'S WEBSITE FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.**

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor's final response as accepted by the City and the contract terms and conditions, which terms and conditions can be downloaded from [DemandStar](#). The "successful Contractor's final response as accepted by the City" shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the [City's contract terms and conditions](#) prior to submitting a response to this eBid. Contractors should plan on the contract terms and conditions contained in this eBid being included in any award as a result of this eBid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Contractors to better evaluate the costs associated with the eBid and the potential resulting contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the eBid specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a contract provision, the Contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eBid.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the eBid may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be

permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

This eBid and the proposal response documents submitted shall be incorporated into the final contract by reference. Therefore, all requirements in the eBid not specifically addressed in an exception statement in the proposal and accepted in the contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the eBid; the eBid shall be the ruling document over the Proposal response for all requirements in the eBid not specifically addressed in an exception statement in the proposal. Statement and requirements in the eBid shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Contractor attached hereto), the eBid (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the eBid.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

8. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than 30 days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eBid and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: apnotifications@cityofpsl.com

9. List of eBid Attachments

The following documents make up this eBid. Please see Section 2.2.2 "eBid Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. PSL eBid (this document)
- B. Technical Specifications (Attached)
- C. Cone of Silence and Communication Document from Section 2.1.2 of this eBid (Mandatory Document)
- D. Cost Worksheet - Schedule A from Section 5 of this eBid- Must be uploaded to DemandStar (Mandatory Document)
- E. PSL Sample Contract from Section 7 "Contract Terms and Conditions" of this eBid (Attached)
- F. E-Verify Form (Mandatory Document)
- G. Non-Collusion Affidavit (Mandatory Document)

- H. Drug Free Workplace Form (Mandatory Document)
- I. Mandatory Questions (Mandatory Document)
- J. Trench Safety Compliance form (Mandatory Document)
- K. Contractor's Code of Ethics (Mandatory Document)
- L. Contractor's Information / Verification form (Mandatory Document)
- M. W-9 form (Mandatory Document)

****Any documents indicated in Section 4.3 of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.**

**ATTACHMENT B
E-BID 20200104**

**TECHNICAL SPECIFICATIONS
REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES, LIFT
STATIONS AND WET WELLS**

Part 1 – GENERAL

1.1 SCOPE OF WORK

The contract work includes rehabilitation of manholes, lift stations and other sewer structures as directed by the City. The major elements of the proposed project work are summarized as follows: Furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations including:

- (1) Elimination of infiltration into the manhole/lift station by sealing, plugging and patching
- (2) Elimination of infiltration into the manhole/lift station by pressure injected grout
- (3) Manhole/lift station patching and invert reconstruction
- (4) Manhole bench reconstruction
- (5) Manhole/sewer structure lining and structural enhancement using a spray applied structural cementitious liner system,
- (6) Manhole/sewer structure lining using an epoxy lining system
- (7) Manhole/sewer structure relining using a composite liner system utilizing both cementitious and epoxy systems.
- (8) Manhole/sewer structure relining using a cementitious-polymer liner system

The work for manholes, lift stations, wet wells, and sewer structures includes mobilization, pre-rehabilitation video log and post rehabilitation video log, bypass pumping, safety equipment, traffic control, surface preparation, cleaning and removal of any existing coatings and structural pieces, preparation of substrate and elimination of infiltration by patching and plugging of structures to be lined, furnishing and applying the specified coating materials to the interior surface areas of the manholes/lift station and testing, clean-up, restoration of site, and demobilization for a complete, operational and infiltration leak free manhole, lift station and/or sewer structure.

1.2 SAFETY

It is the responsibility of the Contractor to provide for the safety of all project personnel under his direct supervision, including subcontractor and any personnel providing materials, equipment or services of any kind to the Contractor, for all phases of this project work. It is the responsibility of the Contractor to follow all federal, state and local laws, statutes and ordinances regarding worker safety and

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environmental protection, including, but not necessarily limited to, confined space entry, material handling, material disposal, maintenance of traffic, and project site access.

1.3 LOCATION OF THE PROJECT AND SITE ACCESS

Project work sites shall be as directed by the City and may be allocated at any of the existing sanitary sewer manholes and lift stations that are a part of the City of Port St. Lucie Utility Systems Department (USD) collection and pumping system.

The Contractor's attention is directed to the fact that accessibility to the project work sites varies, as manholes and lift stations may be located in streets, alleys, utility easements, parking lots, residential backyards, and various other locations. Accessibility to all manholes and lift stations and traffic control shall be the responsibility of the Contractor, and all expenses associated with work site shall be included in the bid pricing. Damage to existing pavement surfaces and base courses, and/or other surface improvements, as a result of the Contractor's activities, shall be restored to like-new condition by the Contractor at his sole expense. The Contractor shall implement all required measures to provide USD personnel and equipment with complete access to all work site areas during the entire course of performing work for this project.

1.4 INSPECTION OF THE WORK

The City of Port St. Lucie Utility Systems Department (USD) will provide construction observation services to monitor project quality and determine conformance of the work with these specifications. All aspects of the work described herein are subject to inspection and acceptance by the USD prior to proceeding with subsequent phases of the work. Management of the contractor's personnel and his subcontractors is the complete responsibility of the contractor.

1.5 MATERIALS AND EQUIPMENT

All materials, equipment, construction labor and workmanship shall be in accordance with these Technical Specifications, the City's Utility Standard's Manual (latest edition), the City's Qualified Product's List (latest edition) and as directed and allowed by the City. All project work shall conform to the requirements of all applicable federal, state and City laws, ordinances, and codes.

All materials and equipment proposed to be incorporated into the work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of USD, are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site at no expense to the City.

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1.6 EQUIVALENT PRODUCTS AND MATERIALS

For products, material, or equipment submitted by the Contractor for consideration as “Or Equal” to that specified herein, it is the Contractor’s responsibility to provide to the USD all written information, product data, and certifications as requested by the City to demonstrate that the material or equipment conforms to the Contract Document requirements and determination of a proposed product as being “Equal To”. The City shall be the sole judge as to whether or not such material or equipment is “Equal To” that specified or required herein. The City reserves the right to reject any proposed product.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall furnish the specified material or equipment at no additional cost to the USD.

Neither the approval by USD of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required by the Contract Documents.

1.7 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The Contractor shall deliver material in sufficient quantities to ensure the most timely and uninterrupted progress of the work. All materials and equipment shall be stored in strict accordance with the manufacturer’s recommendations. Products shall also be stored and handled according to their Safety Data Sheets (SDS).

1.8 SPILL OR DISCHARGE OF WASTEWATER

The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to USD staff. Contacts at USD shall include Danny Sequi, Timothy Richards, or Jeffrey Labigang at 772.873.6400.

The Contractor also shall immediately control, contain, and stop the spill or discharge and shall repair any damage at no additional cost to USD.

The Contractor is solely responsible for all fines and labor, materials, and equipment costs incurred by USD associated with wastewater spills or discharges to the environment resulting from the Contractor’s actions or the Contractor’s negligence for this project.

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1.9 REFERENCES

- A. ASTM C109 – Compressive Strength of Hydraulic Cement Mortars
- B. ASTM C293 – Flexural Strength of Concrete
- C. ASTM C321 – Bond Strength of Chemical Resistant mortars
- D. ASTM C666 – Resistance of Concrete to Rapid Freezing / Thawing
- E. ASTM C596 – Drying Shrinkage of Mortar Containing Cement
- F. AASHTO – T277 – Rapid Chloride Permeability of Cement
- G. ASTM C1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test
- H. ASTM D638 – Tensile Properties of Plastics.
- I. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics
- J. ASTM D695 – Compressive Properties of Rigid Plastics.
- K. ASTM D4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester
- L. ASTM D2584 – Volatile Matter Content
- M. ASTM D2240 – Durometer Hardness, Type D
- N. ASTM D543 – Resistance of Plastics to Chemical Reagents
- O. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete
- P. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars
- Q. NACE 6/SSPC SP13 – Joint Surface Preparation Standard – Surface of concrete
- R. ASTM – The Published Standards of the American Society for Testing and Materials, West Conshohocken, PA
- S. NACE – The Published Standards of National Association of

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Corrosion Engineers (NACE International), Houston, TX

- T. SSPC – The Published Standards of the Society of Protective Coatings, Pittsburgh, PA
- U. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete

1.10 SUBMITTALS

The contractor shall furnish the City with the following information:

- A. The contractor shall submit a detailed description of the equipment, materials, and operational procedures to accomplish the manhole/lift station sealing and lining, including, but not limited to, plugging mixture design, sealant mixture design, patching material mixture design, coatings, liner materials, application patching/lining procedures, samples and test data. Contractor's submittal information shall include the manufacturers' recommended surface preparation procedures.
- B. The contractor shall submit a detailed description of the equipment, materials, and operational procedures to accomplish the manhole/lift station invert construction including, but not limited to concrete or grout mixture design, prefabricated inverts, samples and test data. Contractor's submittal information shall include the manufacturers' recommended surface preparation procedures.
- C. Product Data:
 - (1) Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to these technical specifications.
 - (2) Safety Data Sheets (SDS) for each product proposed by the contractor to be furnished under this contract.
- D. Application Guidelines
 - (1) Manufacturer's guidelines and recommendations for storage and application of the product.
 - (2) Project specific guidelines and recommendations.

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- (3) Proof of any required federal, state or local permits or licenses necessary for the project. All permits and certifications shall be current for the year of the project.
- (4) Design details for any ancillary systems and equipment to be used in site and surface preparation, application and testing.
- (5) Written Warranty from the Contractor and the materials manufacturer. See Part 1.12 Warranty.

E. Certifications:

Submit all Applicator Qualifications specified in Part 1.10 a Part 1.11 Quality Assurance.

- F. “Or Equal” Submittal:** In order to be considered as an equal product, said product shall meet the minimum physical properties of the approved products as referenced in Paragraph 2.4 as measured by the applicable ASTM standards referenced in Paragraph 1.8. Testing results must be performed and presented by a third-party testing laboratory.

“Or Equal” products shall be submitted to USD a minimum of two (2) weeks prior to bid date. For a product to be considered “equal” the submitted product must receive written approval via addendum to the current bid documents prior to the bid date. Only applicators that have been trained and certified by the approved coating system manufacturer are allowed to install the manhole restoration methods specified herein.

It is the responsibility of the Contractor to submit all data, certifications, and product information requested by the City for the purposes of evaluation of a proposed product as to being “Equal to”. The City reserves the right to accept or reject any product proposed as “Equal to”.

1.11 QUALITY ASSURANCE

The Contractor shall submit applicator qualifications including:

- (1) The manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
- (2) Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or

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epoxy coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.

- (3) Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the epoxy coating manufacturer's recommendations.
- (4) The installer/applicator shall submit a list of at least five (5) project references including project name, location, work performed, contract amount, completion date, contact person and phone number, where similar work as specified herein has been performed.
- (5) The Contractor shall inform the City immediately if materials being used are not producing required results or need modification. The City has the right to stop the use of any material at any time.

1.12 WARRANTY

The Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to the USD.

PART 2 – MANHOLE AND LIFT STATION CONDITION ASSESMENT

2.1 GENERAL

- A. The following Condition Assessment criteria shall be used to determine the appropriate and selected repair method for any specific manhole and lift station structure.
- B. Condition Assessment and determination of the appropriate and selected manhole and lift station repair/rehabilitation method shall be determined by the USD prior to commencement of work. The Contractor shall apply the repair/rehabilitation method as directed by the USD.

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**2.2 MANHOLE, LIFT STATION AND/OR SEWER STRUCTURE
CONDITION ASSESSMENT GUIDE**

A. Condition 1 Manholes and Lift Stations

The manhole or sewer structure is either a newly installed pre-cast, like new, or poured in place concrete structure in like-new condition. The structure shall have a smooth and uniform interior surface profile and shall exhibit no signs of active groundwater infiltration or corrosion mechanics.

B. Condition 2 - Manholes, Lift Stations and Sewer Structures

The manhole or lift station is considered fundamentally sound with no indication of settlement, cracking, or other signs of structural fatigue. The structure may exhibit evidence of some minor corrosion in brick mortar joints and/or on pre-cast substrate areas. Rate of corrosion should be less than 0.25 in. for every 10 years of service life. The structure may also exhibit signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. The existing manhole and lift station structure should be sufficient to sustain and support both soil and live loading.

C. Condition 3 - Manholes, Lift Stations and Sewer Structures

The manhole or lift station may exhibit any or all elements identified under condition 2. Further, the Structure is exhibiting early signs of structural fatigue evidence by minor cracks, loss of mortar or brick, and evidence of moderate to severe sulfide corrosion attack. Rate of corrosion should be greater than 0.25 in. for every 10 years of service life. The manhole or lift station may exhibit minor cross-sectional distortion; however, the structure is still supporting the soil and live loads. The structure exhibits signs of active infiltration or exfiltration through pre-cast joints, mortar joints, access chimney, and/or around pipe connections.

D. Condition 4 - Manholes, Lift Stations and Sewer Structures

The manhole or lift station may exhibit any or all elements identified under Condition 3. Further, the structure is exhibiting signs of severe structural fatigue and potential collapse and/or structural failure. Conditions indicating this degree of structural deterioration would be corrosive degradation greater than 1.0 inch in the mortar joints and precast surface areas. The structure may exhibit loose and/or missing brick, exposed rebar or wire mesh

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reinforcement, and/or distortion of the original manhole or lift station dimensions.

2.3 APPROPRIATE CONDITION BASED REPAIR METHODS

- A. All structures identified as **Condition 1** shall receive a stand-alone application of the specified protective epoxy coating at a minimum thickness of **150 mils** or a coating system as directed by the City and specified herein.
- B. All structures identified as **Condition 2** shall receive a stand-alone application of the specified calcium aluminate cementitious liner material at a minimum thickness of **1-inch** or a coating system as directed by the City and specified herein.
- C. All structures identified as **Condition 3** shall receive a stand-alone application of the specified prescribed composite liner system, a cementitious liner system or a coating system as directed by the City and specified herein.
- D. All structures identified as **Condition 4** shall receive a composite liner system, a coating system as directed by the City and specified herein or replacement, as directed by the City.
- E. For all manhole conditions and repair methods, liner materials shall be applied only after proper surface preparation and wall repairs that are in accordance with the manufacturer's recommendations.
- F. For all manhole conditions, infiltration and leaks shall be patched and plugged and eliminated to the satisfaction of the City and shall be included in the cost for the liner system.
- G. Structural deterioration of chimneys, walls, inverts and benches shall be repaired in accordance with the materials specified in section 3.2 Cementitious and Epoxy Coating Manufacturers.
- H. Major infiltration and active leaks may be repaired in accordance with section 5.6 Chemical Grouting. Manhole benches and inverts if deteriorated shall be rebuilt in accordance with section 5.4 Rebuilding Existing Manhole Bench and Invert Channels.
- I. Based on the condition of the structure and as directed by the City, additional materials in excess of the aforementioned appropriate condition based repair methods, the desired thickness of either the cementitious and/or epoxy materials may be increased incrementally per the line item for supplemental materials in the contract unit price

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bid in the itemized Proposal for each square foot of cementitious and/or epoxy that is installed. Any use of supplemental materials must receive approval from USD prior to commencement of work.

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CONDITION/DEFECT-REPAIR SUMMARY TABLE

| Rehabilitation Method | Manhole or Sewer Structure Condition/Defect | Infiltration and/or Exfiltration (Active or | Repair Method |
|---|---|--|---|
| All liner systems | Condition 1 - Like New | Not present | Epoxy liner 150 mils thickness or a coating system as directed by the City. |
| Cementitious liner systems | Condition 2 – The structure is basically sound (walls and ceiling support dead and live loads) with some interior deterioration | Signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. Infiltration may be active depending on ground water table. | Patch walls and plug leaks and rebuild deteriorated areas. Calcium aluminate cementitious liner material at a minimum thickness of 1-inch or a coating system as directed by the City and specified herein. |
| Composite liner system Cementitious-polymer liner systems | Condition 3 - The manhole or lift station may exhibit any or all elements Identified under condition 2 plus the structure is exhibiting early signs of structural fatigue evidence by minor cracks, loss of mortar or brick, and evidence of moderate to severe sulfide corrosion attack. | Signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. Active infiltration likely present, depending on ground water table. | Patch walls and plug leaks. Fill cracks and voids. Rebuild deteriorated areas. A cementitious and epoxy composite liner system, a cementitious-polymer liner system, or a coating system as directed by the City |
| Composite liner system Cementitious-polymer liner systems Sewer Structure Replacement | Condition 4 – The structure may exhibit any or all elements identified under Condition 3. Further, the structure is exhibiting signs of severe structural fatigue and potential collapse and/or structural failure. The structure may exhibit loose and/or missing brick, exposed rebar or wire mesh reinforcement, and/or distortion of the original manhole or lift station dimensions. | Signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. Active infiltration likely present, depending on ground water table. | Patch walls and plug leaks. Fill cracks and voids. Rebuild deteriorated areas. A cementitious and epoxy composite liner system, a cementitious-polymer liner system, or a coating system as directed by the City |

Notes

Contractor shall properly prepare all surfaces in accordance with coating system manufacturer's recommendations prior to initiating any repair methods.

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PART 3 – PRODUCTS

3.1 GENERAL

- A. It is the intent of this technical specification that the materials and products used shall be designed, manufactured and intended for manhole and sewer structure rehabilitation and the specific application in which they are used. The materials shall be delivered to the project sites in original, unopened packages and containers and shall be clearly labeled with the manufacturer's identification and printed instructions. All material shall be stored and handled by the contractor in accordance with recommendations of the manufacturer and the American Concrete Institute.
- B. Prior to application of any product, the Contractor shall prepare the surface and remove existing coatings prior to application of the new product. The Contractor and applicator shall maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation, removal of unsound material, rebuilding substrate and compatibility with existing and proposed coatings.

3.2 SEWER STRUCTURE RECONSTRUCTION SYSTEMS

- A. Cementitious Coating: Strong Seal High Performance by Strong Company, Inc. of Pine Bluff, Arkansas. or Sewper Coat by LaFarge Calcium Alumgrates, Inc., Lafarge Calcium Aluminates of Chesapeake, VA, or equal.
- B. Epoxy Liner Systems: For non-structural manhole rehabilitation applications Raven405 by Raven Lining Systems.
- C. Composite Liner Systems: Strong Seal Composite System by Strong Company, Inc. of Pine Bluff, Arkansas, or equal.
- D. Active Infiltration Control Materials (Plugging): Active infiltration control materials furnished shall be fast setting type, designed to be applied directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved infiltration control material shall be Quadex Quad-Plug as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Plug by Strong Company, Inc., Pine Bluff, Arkansas, Instaplug F-180 by Sauereisen, Octoplug by IPA Systems or equal.

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- E. Very Active infiltration Control Materials: Chemical grouts may be used for very active leak control and shall be mixed and applied in accordance with the manufacturer's recommendations.

- F. Wall Patching and Invert Repair: All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high-density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved invert repair and patching material shall be Quadex Hyperform as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Seal QSR by Strong Company, Inc., Pine Bluff, Arkansas, Drycon SM/SMF by IPA Systems, Octocrete by IPA Systems Inc., Restokrete F121 Substrate Resurfacer by Sauereissen or equal.

- G. Cementitious-polymer Liner Systems: Cementitious-polymer liner Systems shall be one-component blend for uniform application and results with a high early and ultimate compressive, flexural and bond strengths. Cementitious-polymer liner systems shall be resistant to acid attack in wastewater streams with pH as low as 1.0. The lining material may be centrifugally cast, manually sprayed or hand troweled. The Contractor shall submit proof of that he is a certified applicator and has the manufacturer's approved equipment for all applications proposed for the City of Port St. Lucie prior to commencement of work. The Cementitious-polymer lining material shall be a micro-fiber reinforced ultra-dense cement-polymer material. This material shall provide a high strength fiber reinforced mortar specifically designed for ease of mechanical pumping, spraying and spin casting and shall be applied in thicknesses as recommended by the manufacturer. Cementitious-polymer lining materials shall be Quadex GeoKrete as manufactured by Quadex, SewerGard 210 by Sauereissen or equal.

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1.

3.3 PATCHING AND PLUGGING MATERIALS

Prior to application, if infiltration is present, it shall be repaired and eliminated by the contractor prior to application of the liner material.

Patching and Plug Materials

| Property | Standard | Limit |
|--------------------------|-----------|-------------------------------------|
| Compressive Strength | ASTM C109 | >800 psi, 1 hr >1800 psi, 24 hrs |
| Bond | ASTM C882 | >1600 psi, 28 days |
| Calcium Aluminate Cement | | Sulfate Resistant |
| Applied Density | | 105 pcf +/- 5 lbs |
| Skrinage | ASTM C596 | 0% @ 90% R.H. |
| Placement Time | | 5-10 Minutes |
| Set Time | | 15-30 Minutes |

Plug material shall be rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied to manufacturer's recommendations and shall have the following minimum requirements:

Plug Materials

| Property | Standard | Limit |
|----------------------|----------------------|---|
| Compressive Strength | ASTM C109 | >1000 psi, 1 hr >2500 psi, 24 hr |
| Sulfate Resistance | ASTM C267 | No weight loss after 15 cycles @ 2000 ppm |
| Freeze/Thaw | ASTM C666 "Method A" | 100 Cycles |
| Pull Out Strength | ASTM C234 | 14,000 pounds |
| Placement Time | | <1.0 minute |

3.4 CEMENTITIOUS LINER MATERIAL

- A. Cementitious manhole and lift station liner products shall be used to form a structural monolithic liner covering all interior substrate surfaces. Material shall be a fiber-reinforced pure-fused (100%) calcium aluminate cement and calcium aluminate aggregate and shall be wet mixed and applied in strict accordance with manufacturer's recommendations. The material shall be specially formulated to withstand hydrogen sulfide bacterial carrions and abrasion in wastewater environments with a pH of 1 or greater. The mix shall be low-pressure spray applied to a manhole and lift station walls to form the structural/structurally enhanced monolithic cementitious liner. The applied liner material shall cover all interior manhole and Lift station surfaces. Liner material shall have the following Minimum requirements:

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Cementitious Liner Material

| Property | Standard | Minimum Time | Limit |
|------------------------|-----------------|---------------------|---------------------------------|
| Comprehensive Strength | ADTM C109 | 1 day 28 days | >8000 psi >9000 psi |
| Tensile Strength | ASTM C496 | 28 days | >800 psi |
| Flexural Strength | ASTM C293 | 12 hr 28 days | >1000 psi >1200 psi |
| Shrinkage @ 90% R.H. | ASTM C490 | 28 days | 0% |
| Bond | ASTM C882 | 28 days | >2000 psi |
| Density | When Applied | N/A | 145 +/- 5 lbs/ft ³ |
| Freeze/Thaw | ASTM C666 | N/A | 100 cycles no visible damage |

3.5 COMPOSITE LINER SYSTEM

- A. Composite liner Systems for Manhole and Lift station Repair and Rehabilitation: Includes manholes, lift stations and other structures identified as requiring rehabilitation with a composite liner system, and identified as having a pH of 1 or less or at locations as directed by the USD. Composite manhole and lift station liner products shall be used to form a structural liner system covering all interior substrate surfaces. The system shall be used to construct and repair entire manholes and entire lift stations including voids, active leaks, bench and inverts, walls and ceilings. Composite manhole and lift station liner systems shall include cementitious corrosion resistant patching material, grout material, calcium aluminate, cementitious liner material, epoxy-based liner material. All components of composite liner systems shall be compatible with each other and shall be manufactured or supplied by a single company regularly engaged in the fabrication and supply of materials for repair and rehabilitation of manholes and lift stations. All components shall be prepared and applied in strict accordance with the recommendations of the manufacturer/supplier of the composite system.
- B. Patching material shall be a quick setting corrosion resistant cementitious material, shall be used as a patching material to fill voids and to repair inverts, is to be mixed and applied according to the manufacturer's recommendations, and shall have the following minimum requirements:

Liner material shall be a pure (100%) fused calcium aluminate, acid resistant cementitious product to be used for building back deteriorated substrates to original dimensions, to restore structural integrity, enhance corrosion protection and provide a smooth surface for applying the epoxy material and shall have the following minimum requirements:

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Cementitious Material

| Property | Standard | Limit | Time |
|-----------------------|-----------|-------------------------------|---------|
| Compressive Strength | ASTM C109 | >8000 psi | 28 days |
| Tensile Strength | ASTM C496 | >600 psi | 28 days |
| Flexural Strength | ASTM C293 | >900 psi | 28 days |
| Shrinkage @ 90% R.H. | ASTM C490 | 0% | 28 days |
| Bond | ASTM C882 | >2000 psi | 28 days |
| Density, when applied | N/A | 135 +/- 5 lbs/ft ³ | 28 days |

Epoxy Liner System shall have the following minimum requirements:

Epoxy Liner Material

| Property | Standard | Limit |
|---------------------------|------------|-------------|
| Compressive Strength | ASTM D695 | >8800 psi |
| Tensile Strength | ASTM D638 | >7700 psi |
| Flexural Strength | ASTM D790 | >12,400 psi |
| Pull off Strength | ASTM D4541 | >350 psi |
| VOC | ASTM D2584 | 0% |
| Durometer Hardness Type D | ASTM D2240 | Shore D-70 |
| Moisture Absorption | ASTM C413 | .003% |

3.6 EPOXY COATING

Epoxy liner products shall be a solvent-free ultra high-build epoxy System meeting the following requirements:

| Product Type | Standard | Amine cured epoxy |
|-----------------------|-----------------|---|
| Solids Content (vol%) | | 100% |
| Compressive Strength | ASTM D695 | >18000 |
| Tensile Strength | ASTM D638 | >7500 |
| Tensile Elongation | ASTM D790 | 1.5 |
| Flexural Strength | ASTM C580 | Minimum 4,600 psi |
| Flexural Modulous | ASTM D790 | >6000,000 |
| Flexural Modulous | ASTM D790 | >13,000 |
| Adhesion to Conctrete | ASTM D4541 | Substrate (concrete) Failure |
| Chemical Resistance | (ASTM D543/G20) | All types of service a. Municipal Sanitary sewer b. Sulfuric acid, 30% c. Sodium hydroxide, 5% |
| VOC Content | ASTM D2584 | 0% |
| Minimum Thickness | | 60 mils spray on epoxy 125 mils rotary spray on epoxy |

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Epoxy liners for manhole rehabilitation shall be Raven 405 epoxy coating system by Raven Liner Systems Solutions Inc., Broken Arrow Oklahoma, or equal.

3.7 CEMENTITIOUS LINING APPLICATION EQUIPMENT

Manufacturer approved low-velocity cementitious wet spray system (no gunite) or centrifugal spin-cast system shall be used in the application of the specified cementitious liner material. System shall consist of a batch style mixer and progressive cavity (rotor/stator) style mortar pump.

3.8 EPOXY COATING APPLICATION EQUIPMENT

Contractor shall use manufacturer approved equipment and methods shall be used in the application of the specified epoxy coating.

PART 4 – EXECUTION

4.1 APPLICATOR QUALIFICATIONS

- A. All materials used for the project work must be applied by a certified Applicator of the product manufacturer and according to manufacturer specifications.
- B. As part of mobilization the Contractor shall make a video report of the manholes and sewer structures to be rehabilitated. The video report shall include the manhole interiors as well as above ground conditions of all sewer structures involved in the project work. Location and structure identification shall be clearly shown in the video. Copies of the video shall be turned over to the City prior to commencement of work.

4.2 SURFACE PREPARATION

- A. Preparation of all sewer structure surfaces shall be in accordance with the procedures recommended by the manufacturer of the product to be applied.
- B. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.
- C. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.

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- D. All contaminants including oils, grease, deteriorated or incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be entirely removed.
- E. All brick, concrete or mortar that is not sound, that is loose, that is deteriorated or has been damaged by chemical exposure shall be removed to a sound concrete or substrate surface.
- F. Leaks active and passive shall be plugged to the satisfaction of the City.
- G. Voids, gaps, cracks shall be filled and repaired prior to application of a coating or liner system.
- H. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition-based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.
- I. For all manhole conditions, infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition-based repair method. All costs associated with minor infiltration control at any location in the manhole and wall repairs shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate Payment item based on the contract unit price bid in the Itemized Proposal for each grouting application.
- J. The Contractor shall make all surfaces available for examination by the City's inspector both during and after preparation and before the repair material is applied.
- K. At no time during any phase of the project work, shall soil, sand, debris or runoff be allowed to enter sewer system

4.3 APPLICATION OF CEMENTITIOUS LINER MATERIAL

- A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material will require only the addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer.

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- B. Once materials have been mixed to an appropriate Consistency, caution should be taken as to not over mix the Mortar material.
- C. The surface prior to application of the cementitious liner shall be clean and free of all foreign matter (ref. Section 4.3) and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.
- D. Wooden covers and/or any other Owner approved shielding Mechanism shall be placed over the manhole or lift station Invert channel prior to application in order to prevent extraneous materials from entering the sewer lines.
- E. Spraying the cementitious liner material shall be performed by starting at the junction of the manhole or lift station wall and bench and progressing up the structure wall to the corbel and chimney areas. The material shall be applied in a consistent manner to create a minimum uniform thickness of 1 inch should the reconstruction process require thickness greater than 1 inch, the material can be applied up to 3 inches in thickness in multiple single lift applications.
- F. Troweling of the liner material shall begin immediately following the spray application. Troweling shall be in an upward motion, compressing the material into any voids in the structure wall, and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to over trowel the material.
- G. The wooden invert covers shall be removed at this time and the bench area sprayed with materials. The materials are to be sprayed on the bench in such a manner that a gradual slope is produced from the walls to the invert with the thickness of the material at the edge of the invert to be no less than 1 inch using the trowel, the wall/bench intersection is then rounded to a uniform radius the full circumference of the intersection. The Material on the bench area should be finished in such a manner as to provide for proper drainage without ponding.
- H. Immediately upon completion of the troweling phase, a wet-Brush finish shall be applied to all surface areas of the cementitious liner material.
- I. The cementitious liner material shall be cured in accordance with ACI recommendations. A water-based curing compound may be used when necessary.

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- J. The liner material, once placed, shall have a minimum of 8 hours cure time before being subjected to active flow of surcharge.
- K. In high traffic areas, the manhole should be barricaded, and traffic withheld for a minimum of 12 hours after application is complete.
- L. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the structure shall be shaded while reconstruction is in process. In environments where humidity level is below 70%, it shall be necessary to keep finished product damp for the first 72 hours.
- M. No application shall be made to frozen surfaces or if freezing expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature, at time of the application, below 90 degrees F. Mix water temperature shall not exceed 80 degrees F. Mix water may be chilled with ice if necessary.
- N. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of cementitious liner material that is successfully installed.

4.4 APPLICATION OF EPOXY COATING MATERIAL

- A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray.
- B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.
- C. Testing for soundness of substrate: upon completion of initial surface preparation, Applicator shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required. Retest until a screwdriver cannot scratch the surface.
- D. Testing for contaminants: a water drop test shall be used to test the surface for the presence of hydrophobic contaminants. Applicator shall place a drop of water on the surface in at least four representative locations in the structure and its wetting behavior shall be observed. If the water droplet

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flattens out and “wets out” the surface, it is likely the surface is not contaminated. If the water droplet beads up and does not “wet out” the surface, it is likely the surface is contaminated. To remove hydrophobic contaminants, the Applicator shall either add an epoxy coating manufacturer approved degreaser to the water blasting process and rewash the interior of the structure, or utilize another process such as steam cleaning, sodium bicarbonate injection, or abrasive blasting for removal of the contaminants. If contaminants are found and removed, retest the contaminants areas using the water drop test until the contaminants are gone.

- E. Ambient conditions: Applicator shall record air temperature inside the structure and prevailing weather conditions at the time of coating application.
- F. Specified and properly prepared surfaces shall be coated by roller or spray application of a moisture tolerant, solvent-free, 100% solids, epoxy primer as further described herein.
- G. During application, Applicator shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc., meeting ASTM D4414-Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gauges, to ensure uniform thickness during application.
- H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional surface preparation procedures will be required if this recoat window is exceeded.
- I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.
- J. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of epoxy coating material that is successfully installed.

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PART 5 – ANCILLARY MANHOLE / LIFT STATION REPAIR ITEMS

5.1 BYPASS PUMPING

- A. If warranted to facilitate any aspect of the manhole or lift station restoration process, the Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 500 GPM at 50 psi. The Contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 500 GPM, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers and internal & external check valve assemblies.
- B. Any requirement for bypass pumping shall be submitted by the Contractor, to USD for review, and approval prior to commencement of actual sewer bypass. USD shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of USD.
- C. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for any specific structure that requires bypass pumping. Payments for manhole bypass pumping will be limited to one installment per manhole. Any subsequent or additionally required bypass pumping will be at the sole responsibility and expense of the Contractor.

5.2 RESETTING OF EXISTING MANHOLE COVER FRAME ASSEMBLY

- A. If warranted and specified by USD, some manholes will require the Contractor to perform a grade adjustment and/or resetting of the existing manhole cover frame assembly, prior to manhole liner installation. This work shall involve both unpaved and paved areas.
- B. All materials, equipment, and work required to reset existing frames and covers in unpaved or paved areas shall be provided by the Contractor.
- C. This item shall include saw-cutting existing asphalt or concrete and disposing of material (in paved areas only), and required excavation, manhole wall and frame preparation, removal and off-site disposal of existing materials, backfilling and compaction per USD specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration

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of thereto for which separate payment is not provided under other bid items.

- D. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each manhole frame and cover that is reset.

5.3 INSTALLATION OF NEW MANHOLE COVER FRAME ASSEMBLY

- A. If warranted and specified by the USD, some manholes will require the Contractor to remove and replace the existing manhole cover frame assembly prior to manhole liner installation. This work shall involve both unpaved and paved areas.
- B. New Covers/Frames: Shall be supplied by the Contractor in conformance with the USD Standards, see online City of Port St. Lucie, Departments, Utility Systems Department Standards.
- C. All additional materials, equipment, and work required to replace the existing manhole cover frame assembly shall be provided by the Contractor.
- D. This item shall include saw-cutting existing asphalt or concrete and disposing of material (in paved areas only), excavation, manhole wall and frame preparation, new frame and cover, removal and off-site disposal of existing material, backfilling and compaction per the specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration of asphalt and concrete or grass, and for all else incidental thereto for which separate payment is not provided under other bid items.
- E. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each manhole frame and cover that is replaced.

5.4 REBUILDING EXISTING MANHOLE BENCH & INVERT CHANNELS

- A. If warranted and specified by USD, some manholes will require the Contractor to perform a rebuild of the existing manhole bench and invert channel prior to manhole liner installation.
- B. Repairs shall be performed on all manhole benches and inverts that exhibit visible damage and/or infiltration, or require such repairs in order to facilitate successful manhole liner performance testing.

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- C. This item includes all materials, equipment, and work required to rebuild existing manhole bench areas. All manhole bench and invert channel repairs, including materials, shall be approved by USD.
- D. Prior to repairs, flow through the manhole shall be arrested via the use of pipe plugs, flow-through plugging systems, or manhole bypass pumping (ref. Section 5.1) as required.
- E. After manhole flow has been diverted, remove all loose material from manhole bench and invert areas and pressure wash using a minimum 5000 psi hydrablast.
- F. The quick setting patching and invert repair material shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the invert a minimum thickness of 0.5 inches, extending out onto the bench sufficiently to create an adjoining tie in region for the spray applied monolithic cementitious liner material.
- G. Care should be taken in the furnishing of invert channel, so as to maintain the hydraulic performance of the manhole. The finished invert should be smooth and free of any ridges or other surface irregularities that might impede flow.
- H. Flow in the manhole should be restored as soon as the quick setting invert repair material achieves its initial set and not longer than 30 minutes from the time of initial service interruption.
- I. Payment will be made on the basis of the contract unit price bid in the Proposal for each manhole bench and invert channel that is rebuilt.

5.5 REMOVAL OF EXISTING MANHOLE STEPS

- A. Unless plastic coated and in relatively good and sound physical condition, all existing manhole steps are to be removed prior to the manhole liner materials. This removal is to prevent potential injury resulting from unauthorized or improper manhole entry, as well as to better facilitate a monolithic seal within the manhole structure.
- B. Manhole steps may be demolished and removed using a sledge hammer or cut and removed using a grinding wheel. Effort should be made to minimize or eliminate any remaining or exposed remnants of the steps on the surface of the manhole walls.
- C. Payment will be made on the basis of the contract unit price bid in the Proposal for each manhole step that is removed, regardless of method.

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5.6 CHEMICAL GROUTING OF MANHOLES, LIFT STATIONS AND OTHER STRUCTURES

- A. Manholes, lift stations and other structures, and as directed by the City, that exhibit moderate to severe groundwater infiltration will require the use of chemical injection grouting to arrest leakage and prior to rehabilitation of the interior. The Contractor will submit said structures to the City for approval including the grouting procedure and documentation listed below, prior to commencement of work.
- B. The following documentation shall be submitted by the contractor prior to commencement of work:
- (1) Manufacturer's documentation that the grout material is specifically formulated for use as leak controller for underground structures. All grouting materials, additives, mixture ratios, and procedures utilized for the grouting process shall be submitted to the City and shall be in accordance with the grout manufacturer's recommendations.
 - (2) Documentation from the Contractor that the grout material has a demonstrable record of successful service and satisfactory performance in similar usage in the South Florida area.
 - (3) Documentation that the applicator is approved by the grout manufacturer for the procedure and material proposed by the contractor for applying the grout material to control leaks. Applicator shall have a minimum of five years of successful experience in the type of application method proposed. Applicator shall have the proper equipment for the application for processing and storage of the grout materials including maintaining the grout at the appropriate pressures and temperatures throughout the grouting procedure.
 - (4) Grout materials shall have controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established prior to commencement of work so that adequate grout travel is achieved.
 - (a) Grouts shall have a resistance to chemicals including to most organic solvents, mild acids, and alkali.
 - (b) Grouts mixtures shall be essentially non-toxic in a cured form.

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- (5) Grout sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand moving load conditions.
- (6) Grouting materials shall be as manufactured by Avanti, Uretex or equal.
- C. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in strict accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of USD. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.
- D. Contractor shall apply the grout from the ground surface or from the structure's interior. Injection holes shall be drilled through the manhole wall at locations as recommended by the grout manufacturer.
- E. Grout shall be injected under pressure with a probe or lance suitable for the application and as recommended by the manufacturer. In no case shall the injection pressure or grout material or material properties cause damage to the manhole structure, the surrounding surface features, pavement, sidewalks, transformers, utility poles or any other structure(s). The contractor shall be fully responsible at his cost for repair of damage caused by the grout to the manhole, lift station or any other structure(s) located in the vicinity of the work.
- F. Grout shall be applied in a manner that is compatible with industry practice for leak control of underground structures. Grout travel shall be verified by observation of grout effects on defects, leak control, or adjacent injection holes. Contractor shall provide additional injection points, if necessary, to insure grout travel.
- G. All excess grout material shall be removed by the contractor from the manhole, lift station or other structure after repairs are complete, or as directed by the City, and appropriately disposed of.

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- H. Applicator shall maintain the work site in a neat and workmanship manner and shall perform periodic cleanup as directed by the City. Traffic control and by-pass pumping shall be used by the Contractor as appropriate and as directed by the City. Applicator materials storage, equipment and vehicles shall be located in areas designated by the City. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for brick and concrete manholes.

PART 6 – INSPECTION AND PERFORMANCE TESTING

6.1 PROTECTIVE LINER INSPECTION

After the specified repair and rehabilitation work has been completed, the manhole or lift station shall be visually reviewed and tested by the Contractor in the presence of the owner. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the owner's satisfaction. There shall be no visible infiltration.

6.2 PROTECTIVE LINER PERFORMANCE TESTING

- A. The Contractor shall make all manholes, lift stations and structures available for visual inspection by the City, upon each completion, as a prerequisite for Contractor payment.
- B. After manhole wall sealing or manhole rehabilitation is complete, visually inspect manholes in the presence of the City inspector. Check for cleanliness and for elimination of active leaks.
- C. At completion of manhole rehabilitation, the Contractor shall assist the City inspector in verifying installation of minimum coating thickness of concrete liner.
- D. The Contractor shall test several points on manhole walls. The Contractor shall repair verification points prior to final acceptance for payment.
- E. Manholes that fail the visual inspection shall be reworked by the Contractor and re-inspected by the City at no additional compensation until the test is passed. Any manholes that are visually leaking at any location, or otherwise deemed unacceptable shall be completely re-

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coated at the Contractor's expense and re-inspected until accepted by the City.

6.3 TESTING OF EPOXY COATINGS

- A. Installations of epoxy coatings shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.
- B. The Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.
- C. After the epoxy coating has set hard to the touch, surfaces shall first be dried, an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.
- D. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).
- E. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating recommendations.

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**END OF TECHNICAL SPECIFICATION
FOR REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES, LIFT
STATIONS AND WET WELLS**

MEMORANDUM

DATE: April 27, 2021

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200104
CONTRACT TITLE: Rehabilitation of City Sewer Structures, Manholes & Lift Station
Wet Wells

CONTRACTOR NAME: Hinterland Group, Inc.
ADDRESS: 2501 W. Blue Heron Blvd.8526 SW Kansas Ave.
CITY & STATE: Riviera Beach, Florida 33404

COUNCIL APPROVED: April 26, 2021

7c)- AWARD CONTRACT #20200104 FOR THE REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES & LIFT STATION WET WELLS TO HINTERLAND GROUP, INC., UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - AS NEEDED

CONTRACT TERM: 4/27/2021 through 4/26/2023 (2 years), with the option to renew for 2 additional 2-year periods.

**CITY OF PORT SAINT LUCIE
CONTRACT #20200104**

This CONTRACT, executed this 27th day of April, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and HINTERLAND GROUP, INC., 2501 W. Blue Heron Blvd., Riviera Beach, Florida 33404, Telephone No. (561) 640-3503 Fax No. (561) 640-3504, hereinafter called "Contractor", party of the second part.

RECITALS

WHEREAS, Contractor is a licensed Company doing business in Florida; and

WHEREAS, the City wishes to contract for the Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION I
NOTIFICATIONS**

As used herein the Project Manager shall mean:

John Eason, PE, or his designee.
City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, Fl. 34983
Telephone: (772) 873-6487 Fax: (772) 873-6405
Email: jeason@cityofpsl.com

As used herein the Contract Manager shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Chase Rogers, Project Director
 Hinterland Group, Inc.
 2501 W. Blue Heron Blvd.
 Riviera Beach, Florida 33404
 Telephone: 561-640 3503 Fax: 561-640-3504
 Email: info@hinterlandgroup.com

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20200104, **Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells** including all Attachments, all Addenda, all Construction Plans and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The contract work includes rehabilitation of City sewer structures, manholes & lift stations wet wells as directed by the City. The major elements of the proposed project work are summarized as follows: Furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of existing sewer manhole structures and lift stations including:

- (1) Elimination of infiltration into the manhole/lift station by sealing, plugging and patching
- (2) Elimination of infiltration into the manhole/lift station by pressure injected grout
- (3) Manhole/lift station patching and invert reconstruction
- (4) Manhole bench reconstruction
- (5) Manhole/sewer structure lining and structural enhancement using a spray applied structural cementitious liner system,
- (6) Manhole/sewer structure lining using an epoxy lining system
- (7) Manhole/sewer structure relining using a composite liner system utilizing both cementitious and epoxy systems.
- (8) Manhole/sewer structure relining using a cementitious-polymer liner system

The work for manholes, lift stations, wet wells, and sewer structures includes mobilization, pre-rehabilitation video log and post rehabilitation video log, bypass pumping, safety equipment, traffic control, surface preparation, cleaning and removal of any existing coatings and structural pieces, preparation of substrate and elimination of infiltration by patching and plugging of structures to be lined, furnishing and applying the specified coating materials to the interior surface areas of the manholes/lift station and testing, clean-up, restoration of site, and demobilization for a complete, operational and infiltration leak free manhole, lift station and/or sewer structure.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be April 27, 2021 and will terminate two (2) years thereafter on April 26, 2023. The Contractor shall commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

The Contract period will be for a two (2) year period with options to renew for two (2) additional 2-year periods as appropriations allow in the budget. Renewals shall be based on mutual agreement between the City and the Contractor to provide the identical services required under this Contract as outlined in the Scope of Services and maintain the same terms, conditions, and cost structure as delineated herein. All renewals must be offered in writing at least ninety (90) days prior to the termination of this Contract period.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the contract period.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A". Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Partial Release of Liens from all Contractors, subcontractors, and suppliers for materials which were identified in the previous month's invoices for progress payment will be required. If all such releases are not timely provided to the City as set forth herein, this shall provide basis, at the

City's sole discretion, to withhold payment for any future invoiced progress payment and declare the Contractor in default, at which time the City may pursue all available legal and equitable remedies available to it under the Contract, Bond(s), or Florida Law.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VI WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VII CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII INDEMNIFICATION/ HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. This indemnification shall survive the termination of this Contract.

**SECTION IX
SOVERIEGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION X
INSURANCE**

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

| | |
|---|-----------------------|
| Each occurrence | \$1,000,000 |
| Personal/advertising injury | \$1,000,000 |
| Products/completed operations aggregate | \$2,000,000 |
| General aggregate | \$2,000,000 |
| Fire damage | \$100,000 any 1 fire |
| Medical expense | \$10,000 any 1 person |

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG20101185 or CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for

Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells

a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, agents shall include Contract #20200104 Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells shall be listed as additionally insured.**" The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: N/A.

SECTION XI ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and Sub-Contractor, shall comply with § 119.0701, Fla. Stat. The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received

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by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon 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.

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

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI

During the performance of this contract, the contractor, for itself, its assignees and successors in interest {hereinafter referred to as the "Contractor"} agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information

required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the

basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION XIV NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

SECTION XV INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicably inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately

Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells

from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVI ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor

involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment - The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items – All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the

plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XVII LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or

indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XX TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's

written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience. The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred (\$500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, pandemics, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

SECTION XXI LAW, VENUE AND WAIVER OF JURY TRIAL

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XXII
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXIII
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXIV
ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION XXV
CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

**SECTION XXVI
COMPLIANCE WITH LAW, RULES & REGULATIONS**

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

**SECTION XXVII
POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXVIII
SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](#), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](#)

https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

**SECTION XXIX
SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body.

If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXX
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XXXI
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally left blank.)

Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR - Hinterland Group Inc.

By: [Signature]
City Purchasing Agent

By: [Signature]
(Authorized Representative of Company Name) Chase Rogers, Project Director



State of: Florida County of: Palm Beach

Before me personally appeared: Chase Rogers
(Please print)

Please check one:

Personally known

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 5th day of April, 2021.

[Signature]
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 11/12/2021.



Mayra C. Aguilar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

(seal)

| Line # | Description of Mandatory Services | Unit of Measure | Unit Price |
|---|---|------------------------|-------------------|
| 1 | Mobilization, Including Preconstruction Video of Project Manhole Interiors and Above Grade Conditions and post rehabilitation video log of manhole interiors. | LS | \$ 2,500.00 |
| Manhole & Lift Station surface Prep | | | |
| 2 | Dry abrasive blasting and removal of existing coating material | SF | \$ 5.00 |
| 3 | Demolition and removal of preexisting mechanically fastened or embedded liner materials including GU liner Systems | SF | \$ 12.00 |
| 4 | High pressure water blasting (minimum 5000 psi) of existing substrate | SF | \$ 2.50 |
| 5 | Cementitious | SF | \$ 14.00 |
| 6 | Composite Cementitious & Epoxy | SF | \$ 35.00 |
| 7 | Cementitious-Polymer | SF | \$ 30.00 |
| 8 | Supplemental 0.5 inch thick layer(s) of cementitious build-back | SF | \$ 12.00 |
| 9 | Supplemental 50 mil thick layer(s) of epoxy top coated | SF | \$ 10.00 |
| 10 | Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm) | Per Day | \$ 800.00 |
| 11 | Resetting of existing manhole cover frame assembly & Chimney Repair | Each | \$ 1,200.00 |
| 12 | Rebuild existing manhole bench & invert channel (4-foot diameter manhole) | Each | \$ 350.00 |
| 13 | Chemical grouting of manholes | Per Gal. | \$ 25.00 |
| 14 | Sodding | SY | \$ 5.00 |
| Additional Required Services or Products | | Unit of Measure | Unit Price |
| 16 | Epoxy | SF | \$ 20.00 |
| 17 | Manhole Bypass Pumping – 6-inch Quiet Flow (500 gpm) | Per Day | \$ 500.00 |
| 18 | Manhole Bypass Pumping – 10-inch Quiet Flow (500 gpm) | Per Day | \$ 1,200.00 |
| 19 | Lift Station Bypass Pumping (3000 gpm) | Per Day | \$ 800.00 |
| 20 | Supply materials and labor for Installation of new manhole cover and frame assembly | Each | \$ 1,400.00 |
| 21 | Rebuild existing manhole bench & invert channel (5-foot diameter manhole) | Each | \$ 450.00 |
| 22 | Rebuild existing manhole bench & invert channel (6-foot diameter manhole) | Each | \$ 600.00 |
| 23 | Removal of existing manhole steps | Each | \$ 50.00 |
| 24 | Chemical grouting of lift stations | Per Gal. | \$ 35.00 |
| 25 | Traffic Control (Residential street) | Per Day | \$ 250.00 |
| 26 | Traffic Control (County or State Road) | Per Day | \$ 1,000.00 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

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 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 South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994 | CONTACT NAME: PHONE (A/C. No. Ext): (772) 426-9973 FAX (A/C. No.): (772) 872-5870 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404 | INSURER A : Zurich American Insurance Company 16535 | |
| | INSURER B : Travelers Property Casualty Company of Amer 25674 | |
| | INSURER C : American Guarantee & Liability Insurance Co. 26247 | |
| | 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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|--------------------|---------------|-------------------------|-------------------------|------------|--|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCUI Coverage Included <input checked="" type="checkbox"/> Primary/Non Contributory GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | x | x | GLO 4956332-01 | 01/31/2021 | 01/31/2022 | 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 - COM/POP AGG \$ 2,000,000 \$ | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> | x | x | BAP 4956334-01 | 01/31/2021 | 01/31/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | ZUP81N2525921 | 01/31/2021 | 01/31/2022 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ | |
| 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/A | x | WC 4956333-01 | 01/31/2021 | 01/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 | Inland Marine | | | CPP667426001 | 01/31/2021 | 01/31/2022 | Installation Floater \$2,000,000 Rented/Leased Equip \$500,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Certificate Holder is as an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. Coverage is primary/noncontributory when required by written contract agreement. E-Bid #20200104 – Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells

| | |
|---|---|
| CERTIFICATE HOLDER City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 | 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 <i>Jennie Janman</i> <JNL> |
|---|---|

MEMORANDUM

DATE: February 28, 2023

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200104 Amendment #1 – Renewal #1
CONTRACT TITLE: Rehabilitation of City Sewer Structures, Manholes & Lift Station
Wet Wells

CONTRACTOR NAME: Hinterland Group, Inc.
ADDRESS: 2501 W. Blue Heron Blvd.8526 SW Kansas Ave.
CITY & STATE: Riviera Beach, Florida 33404

COUNCIL APPROVED: April 26, 2021

7c)- AWARD CONTRACT #20200104 FOR THE REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES & LIFT STATION WET WELLS TO HINTERLAND GROUP, INC., UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - AS NEEDED

CONTRACT TERM: 4/27/2021 through 4/26/2023 (2 years), with the option to renew for 2 additional 2-year periods.

COUNCIL APPROVED: N/A

CONTRACT AMENDMENT #1

CONTRACT TERM: 4/27/2023 through 4/26/2025 (2 years), with the option to renew for 1 additional 2-year period



Contract #20200104



"A City for All Ages"

CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

| | |
|--|--|
| Contractor's Full Legal Name: | Hinterland Group, Inc. |
| Solicitation No./Event ID: | 20200104 |
| Solicitation Title/Event Name: | Rehabilitation of City Manholes, Lift Stations & Wet Wells |
| Contract Award Date: | 4/26/2021 |
| Initial Current Contract Term: | 4/27/2021 – 4/26/2023 (2 years), with the option to renew for 2 additional 2-year terms. |
| Current Contract Expiration Date: | 4/26/2023 |
| Requested Contract Expiration Date: | 4/26/2025 |
| Initial Contract Amount: | Per Unit Price Basis, as needed |
| Current Contract Amended Amount: | Per Unit Price Basis, as needed |
| Requested Financial Change Amount: | \$0.00 |
| New Contract Amount: | Per Unit Price Basis, as needed |
| Amendment No.: | 1 |
| Amendment Type: | Renewal |

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Contract #20200104

1. Contract Renewal: Pursuant to Section IV of the Contract, the City shall have two (2), two (2) year option(s) to renew, which the options shall be exercisable at the sole discretion of the City. The parties hereby agree that the contract will be renewed for an additional period of time as follows:

Beginning Date of Amendment #1 Term: April 27, 2023
End Date of Amendment #1 Term: April 26, 2025

2. Price that will be in effect on April 27, 2023 are as follows:

| Line # | Description of Mandatory Services | Unit of Measure | Unit Price |
|--------|---|------------------------|-------------------|
| 1 | Mobilization, Including Preconstruction Video of Project Manhole Interiors and Above Grade Conditions and post rehabilitation video log of manhole interiors. | LS | \$ 2,500.00 |
| | Manhole & Lift Station surface Prep | | |
| 2 | Dry abrasive blasting and removal of existing coating material | SF | \$ 5.00 |
| 3 | Demolition and removal of preexisting mechanically fastened or embedded liner materials including GU liner Systems | SF | \$ 12.00 |
| 4 | High pressure water blasting (minimum 5000 psi) of existing substrate | SF | \$ 2.50 |
| 5 | Cementitious | SF | \$ 14.00 |
| 6 | Composite Cementitious & Epoxy | SF | \$ 35.00 |
| 7 | Cementitious-Polymer | SF | \$ 30.00 |
| 8 | Supplemental 0.5 inch thick layer(s) of cementitious build-back | SF | \$ 12.00 |
| 9 | Supplemental 50 mil thick layer(s) of epoxy top coated | SF | \$ 10.00 |
| 10 | Manhole Bypass Pumping - 8 inch Quiet Flow (500 gpm) | Per Day | \$ 800.00 |
| 11 | Resetting of existing manhole cover frame assembly & Chimney Repair | Each | \$ 1,200.00 |
| 12 | Rebuild existing manhole bench & invert channel (4-foot diameter manhole) | Each | \$ 350.00 |
| 13 | Chemical grouting of manholes | Per Gal. | \$ 25.00 |
| 14 | Sodding | SY | \$ 5.00 |
| | Additional Required Services or Products | Unit of Measure | Unit Price |
| 16 | Epoxy | SF | \$ 20.00 |
| 17 | Manhole Bypass Pumping – 6-inch Quiet Flow (500 gpm) | Per Day | \$ 500.00 |
| 18 | Manhole Bypass Pumping – 10-inch Quiet Flow (500 gpm) | Per Day | \$ 1,200.00 |
| 19 | Lift Station Bypass Pumping (3000 gpm) | Per Day | \$ 800.00 |
| 20 | Supply materials and labor for Installation of new manhole cover and frame assembly | Each | \$ 1,400.00 |
| 21 | Rebuild existing manhole bench & invert channel (5-foot diameter manhole) | Each | \$ 450.00 |
| 22 | Rebuild existing manhole bench & invert channel (6-foot diameter manhole) | Each | \$ 600.00 |

Contract #20200104

| | | | |
|----|--|----------|-------------|
| 23 | Removal of existing manhole steps | Each | \$ 50.00 |
| 24 | Chemical grouting of lift stations | Per Gal. | \$ 35.00 |
| 25 | Traffic Control (Residential street) | Per Day | \$ 250.00 |
| 26 | Traffic Control (County or State Road) | Per Day | \$ 1,000.00 |

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

| | |
|---|--|
| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | HINTERLAND GROUP INC. |
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | CHASE ROGERS |
| Date: | 2/17/23 |
| Company Address: | 2051 W. BLUE HERON BLVD, RIVERA BEACH 33404 |

THE CITY OF PORT ST. LUCIE

| | |
|--|--|
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | Caroline Sturgis, Director, Office of Management & Budget, and Procurement |
| Date: | 2/28/2023 |
| City Address: | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 |

MEMORANDUM

DATE: April 14, 2025

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB [RH](#)
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200104 Amendment #2 – Renewal #2
CONTRACT TITLE: Rehabilitation of City Sewer Structures, Manholes & Lift Station
Wet Wells

CONTRACTOR NAME: Hinterland Group, Inc.
ADDRESS: 2501 W. Blue Heron Blvd.8526 SW Kansas Ave.
CITY & STATE: Riviera Beach, Florida 33404

COUNCIL APPROVED: April 26, 2021

7c)- AWARD CONTRACT #20200104 FOR THE REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES & LIFT STATION WET WELLS TO HINTERLAND GROUP, INC., UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

CONTRACT AMOUNT - AS NEEDED

CONTRACT TERM: 4/27/2021 through 4/26/2023 (2 years), with the option to renew for 2 additional 2-year periods.

COUNCIL APPROVED: N/A

CONTRACT AMENDMENT #1

CONTRACT TERM: 4/27/2023 through 4/26/2025 (2 years), with the option to renew for 1 additional 2-year period

CONTRACT AMENDMENT #2

CONTRACT TERM: 4/27/2025 through 4/26/2027 (2 years), with no renewals available.



**CONTRACT
AMENDMENT #2**

This Amendment #2 (“Amendment #2”) to the Rehabilitation of City Manholes, Lift Stations & Wet Wells under Contract #20200104 (“the Contract”), by and between the City and Hinterland Group Environmental Company (“Contractor”), shall be effective as of the date this Amendment #2 is fully executed.

| | |
|--|---|
| Contractor’s Full Legal Name: | Hinterland Group Environmental Company |
| Solicitation No./Event ID: | 20200104 |
| Solicitation Title/Event Name: | Rehabilitation of City Manholes, Lift Stations & Wet Wells |
| Contract Award Date: | 4/26/2021 |
| Initial Contract Term: | 4/27/2021 – 4/26/2023 (2 years, with the option to renew for 2 additional 2-year terms. This is the last option.) |
| Current Contract Expiration Date: | 4/26/2025 |
| Requested Contract Expiration Date: | 4/26/2027 |
| Initial Contract Amount: | Per Unit Price Basis, as needed |
| Current Contract Amended Amount: | Per Unit Price Basis, as needed |
| Requested Financial Change Amount: | \$0.00 |
| New Contract Amount: | Per Unit Price Basis, as needed |
| Amendment No.: | 2 |
| Amendment Type: | Renewal |

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract, are hereby incorporated and made a part of that Contract.

This Amendment #2 is for the items outlined below.

- 1. CONTRACT RENEWAL.** Pursuant to Section IV of the Contract, the City shall have two (2), two (2) year options for renewal, which the options shall be exercisable at the sole discretion of the City. The parties hereby agree that the Contract will be renewed for an additional period, as follows:

Beginning Date of Amendment #2 Term: April 27, 2025.
End Date of Amendment #2 Term: April 26, 2027.

The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2" unless the parties agree in a duly executed writing to extend the Contract for an additional period. If Contractor has any outstanding work that is not completed at the End Date of Amendment #2 Term, Contractor shall be in default of the Contract.

Contractor's legal name has been corrected.

- 2. Prices that will be in effect on April 27, 2025, are as follows:**

| Line # | Description of Mandatory Services | Unit of Measure | Unit Price |
|--------|---|------------------------|-------------------|
| 1 | Mobilization, Including Preconstruction Video of Project Manhole Interiors and Above Grade Conditions and post rehabilitation video log of manhole interiors. | LS | \$ 2,500.00 |
| | Manhole & Lift Station surface Prep | | |
| 2 | Dry abrasive blasting and removal of existing coating material | SF | \$ 5.00 |
| 3 | Demolition and removal of preexisting mechanically fastened or embedded liner materials including GU liner Systems | SF | \$ 12.00 |
| 4 | High pressure water blasting (minimum 5000 psi) of existing substrate | SF | \$ 2.50 |
| | | | |
| 5 | Cementitious | SF | \$ 14.00 |
| 6 | Composite Cementitious & Epoxy | SF | \$ 35.00 |
| 7 | Cementitious-Polymer | SF | \$ 30.00 |
| 8 | Supplemental 0.5 inch thick layer(s) of cementitious build-back | SF | \$ 12.00 |
| 9 | Supplemental 50 mil thick layer(s) of epoxy top coated | SF | \$ 10.00 |
| 10 | Manhole Bypass Pumping - 8 inch Quite Flow (500 gpm) | Per Day | \$ 800.00 |
| 11 | Resetting of existing manhole cover frame assembly & Chimney Repair | Each | \$ 1,200.00 |
| 12 | Rebuild existing manhole bench & invert channel (4-foot diameter manhole) | Each | \$ 350.00 |
| 13 | Chemical grouting of manholes | Per Gal. | \$ 25.00 |
| 14 | Sodding | SY | \$ 5.00 |
| | Additional Required Services or Products | Unit of Measure | Unit Price |

| | | | |
|----|---|----------|-------------|
| 16 | Epoxy | SF | \$ 20.00 |
| 17 | Manhole Bypass Pumping – 6-inch Quiet Flow (500 gpm) | Per Day | \$ 500.00 |
| 18 | Manhole Bypass Pumping – 10-inch Quiet Flow (500 gpm) | Per Day | \$ 1,200.00 |
| 19 | Lift Station Bypass Pumping (3000 gpm) | Per Day | \$ 800.00 |
| 20 | Supply materials and labor for Installation of new manhole cover and frame assembly | Each | \$ 1,400.00 |
| 21 | Rebuild existing manhole bench & invert channel (5-foot diameter manhole) | Each | \$ 450.00 |
| 22 | Rebuild existing manhole bench & invert channel (6-foot diameter manhole) | Each | \$ 600.00 |
| 23 | Removal of existing manhole steps | Each | \$ 50.00 |
| 24 | Chemical grouting of lift stations | Per Gal. | \$ 35.00 |
| 25 | Traffic Control (Residential street) | Per Day | \$ 250.00 |
| 26 | Traffic Control (County or State Road) | Per Day | \$ 1,000.00 |

3. E-VERIFY. In accordance with section 448.095, the Contractor agrees to comply with the following:

- a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie

County, Florida, in accordance with the Venue provision in Section XXI of the Contract.

- 4. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may 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.
- 5. COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.
- 6. SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 7. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

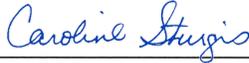
Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

| | |
|---|--|
| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | HINTERLAND GROUP INC. |
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | CHASE ROGERS, C.O.O. |
| Date: | 4/10/25 |
| Company Address: | 2051 W. BLUE HERON BLVD, RIVIERA BEACH, FL 33404 |

CITY OF PORT ST. LUCIE

| | |
|--|--|
| Authorized Signature: |  |
| Printed Name and Title of Person Signing: | Caroline Sturgis, Director, Office of Management & Budget, and Procurement |
| Date: | April 14, 2025 |
| City Address: | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 |

STATUS REPORT
For Board Meeting June 12, 2025

CIP/In-house Projects:

1. **Hurricane Milton I&I** – USSI completed the manhole inspections and smoke testing all three Phases of the project. They identified 127 total potential infiltration points during the smoke testing. In addition to the infiltration points identified during the smoke testing, there were 58 manholes that had either visual infiltration from the walls inside the manholes or portions of the manholes need repairs. Staff is presenting a proposal from the Hinterland Group to rehab the identified manholes. If approved, Hinterland is ready to begin the work on July 14, 2025, and anticipates being completed by August 1, 2025. Meanwhile, staff is also capping off the services of the customers who have decided not to complete the repair work at this time.
2. **Lime Plant Optimization Study** – HDR submitted their data request on May 15, 2025, and staff immediately began compiling the requested data. On May 21, 2025, A Teams meeting was conducted to review the data and discuss plant operational strategies and potential improvements based on the initial data. The field validation of the dosing is tentatively scheduled for the week of July 14, 2025.
3. **Utility Rate Study** – Individual meetings with each board member were held on June 5, 2025, to discuss the preliminary findings of the rate study and options for funding future capital projects.
4. **V-1 Station Rehab** – The station upgrades are complete. The contractor is compiling all the required close-out documentation and will be submitting a final invoice soon. The SMART system is working as promised and allowing the system to run slightly lower vacuum pressures while maintaining adequate vacuum on Line C. However, without the SMART system installed on the other lines, it sometimes creates unintended issues. The additional SMART and end-of-line monitors are anticipated to be delivered in July, and staff will work to get these items installed as quickly as possible.
5. **LS #114 Improvements – Brook to Bay** – Staff had a meeting on May 23, 2025, with Brook to Bay representative to discuss the project. Brook to Bay does not currently have funds available to reconstruct their retaining wall. The park previously had spots for 12 RVs but without the retaining wall, they are attempting to modify the layout to accommodate 9 RV trailers. Minor modifications would be required for some of the cleanout locations. Staff will be working with the Brook to Bay representatives to see if accommodations could be made and potentially close out this project.
6. * **Elevated Tank Rehab** – Staff is working on a bid package for a complete blast and recoating of the tank.
7. * **Middle Beach Pipe Replacement** – The water main at Middle Beach was damaged during Hurricane Milton and is currently out of service. EWD is working with Kimley-Horn to determine the best option for replacement.
8. * **North WRF Phase 1** – Angie Brewer and Associates is revising the Facilities Plan to address FDEP’s comments. They plan to present the application for design funding at a future FDEP meeting.
9. * **RO Electrical Switchgear Repair** – McKim & Creed was on site with their subcontractors for an additional shutdown on April 3, 2025. Due to time constraints, they were unable to fully test the system but plan to return on April 8, 2025, to complete the work.
10. * **South WRF – New Headworks/Drying Bed** – The new headworks and drying bed portions of the plant are now in full operation. All of the punch list items have been completed; however, staff is still working with the contractor to address a few items that still need to be completed. Staff is also working with Veolia to troubleshoot the warranty issues on the grit system.
11. * **WRF Electrical Upgrades** – Staff is working on getting an RFP package to select a consultant for the work.

STATUS REPORT

Developments/Projects Approved for Construction:

1. * **Ashore N Store Self Storage** – The land has been cleared for the new 136,900 SF 3-story self-storage facility located at 590 N. Indiana Ave. While the required utility modifications are minor for this project, staff will continue to monitor the progress and oversee those modifications as needed.
2. * **Beachwalk by Manasota Key Phase 3** – Construction on Phase 3 continues.
3. * **Boca Royale Unit 19** – The Developer’s Agreement has been executed, and plans are approved. FDEP permits have been received for the water modifications. A FDEP sewer permit is not required.
4. **Boca Royale East** – The utilities for Phase 1A have been installed and will begin final testing once the asphalt is installed.
5. **Charlotte County – Avenues of the Americas Sidewalk Project** – With the exception of a few punch list items, this project is complete.
6. **Charlotte County – CR775 Buck and Oyster Creek Bridge Improvements** – The County awarded the project to Thomas Marine Construction. A pre-construction meeting was held on May 29th, however, EWD has requested a separate onsite meeting with the contractor prior to the work beginning. EWD’s required work is minimal and will be completed in conjunction of the contractor’s work.
7. * **Esplanade at Wellen Park** – The contractor is preparing to begin the offsite utility construction with the onsite construction to follow. Staff has attended various meetings with the contractor and developer to work out some of the details of construction and the certification process.
8. * **Gateway Court** – FDEP permits for both water and sewer have now been received, however, the project appears to be on hold at this time.
9. **Paddock Pines** – The utilities have been installed and testing should begin in the near future.
10. **Shores at Stillwater** – The utilities for Phase 1A have been installed and will begin final testing once the asphalt is installed. The utilities for Phase 1B are currently being installed.
11. * **Sportport/Sportport 2.0** – The Developer plans to construct warehouses intended for RV storage on two parcels within Morris Industrial Park. Minor utility improvements are needed, including the installation of a fire hydrant and fire lines for both projects. Developer’s Agreements have been completed, and plans have been approved.
12. * **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF 3-story self-storage facility located at 4400 Placida Rd. A Developer’s Agreement has been executed, and plans are approved for construction. No FDEP permits are required for this project.

Developments/Projects in Plan Review:

13. **Beachwalk by Manasota Key Phase 4** – The first round of comments for Beachwalk Phase 4 were sent on May 9, 2025. Kimley Horn submitted reviewed plans on May 14, 2025. Staff is currently reviewing.
14. * **Englewood Apartments** – Staff has sent comments to Kimley-Horn for the additional revisions on the utility portion of the project.
15. * **Englewood Self Storage** – Rapid Construction Solutions, LLC has submitted preliminary plans for a new self-storage facility located at 1912 S. McCall Rd. The proposed plans include 1,875 SF of office space, 103,278 SF of self-storage and 20,880 SF of covered parking. Staff returned comments for requested changes on December 14, 2023.

STATUS REPORT

16. * **Generation at Englewood** – Kimley Horn has submitted a new set of plans for the project that would consist of 294 apartments plus an amenity center and a small future commercial on the corner of Pine St. and Crestwood Ave. Staff is reviewing the plans.
17. **Prose Apartments** –The project includes a total of 260 apartments (159 1-bedroom and 101 2-bedroom units) and an Amenity Center. The plans are ready to be approved. The Developer’s Agreement was completed and sent for execution on May 16, 2025. Once executed the plans will be approved and the FDEP applications signed.
18. * **Sandy Lane Townhomes** – DMK has resubmitted plans for the project. A Developer’s Agreement has been completed and is awaiting execution prior to approving the plans and signing the FDEP applications.
19. * **Stellar Englewood (FKA 200 Artists)** – Kimley Horn is now working with a new developer, Stellar Communities, on the project previously known as 200 Artists. They have submitted a new proposed site plan that includes 328 townhomes and two amenity centers.
20. **Turquoise Bay** – The Developer is looking to construct 42 multi-family units with a community pool. DMK has submitted final plans for a new project on Waterside Dr., south of Massachusetts Ave. Staff is working on completing the Developer’s Agreement.

Upcoming Developments/Projects:

21. * **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted 30% plan for review on April 30, 2024.
22. * **FDOT – Charlotte County Line to Tangerine Woods** – Green line mark-ups have been provided to Element Engineering Group. The proposed project would convert the center turn lane into a divided raised median with directional median openings. Construction is expected to begin in 2025.
23. * **Morningstar Subdivision** – Kimley-Horn has submitted preliminary plans for a small subdivision at the end of Morningside Dr. The proposed plan would include 12 lots ranging from approximately 3.77 acres to 6.26 acres. The project site will be used as a borrow pit for the Shores at Stillwater project with the proposed development utilizing this pit as the basis of design for the stormwater pond in which the lots will be surrounding.
24. * **Sandpiper Pointe** – AM Engineering has submitted preliminary plans for a new development on the west side of Pine Street, just north of Medical Blvd. The project consists of 85 single family homes. This project has been referred to in the past as the Solomon Property and most recently, Manatee Cay.
25. * **Sarasota County – River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
26. * **Sarasota County – Winchester Blvd Widening** – Sarasota County is working with Wellen Park for the widening of Winchester Blvd from River Road to the Charlotte/Sarasota County line. Kimley-Horn has been selected for the design and has sent requests for utility information currently located within the ROW.
27. * **Quail’s Run Inn** – DMK is working on the utility design for the new Quail’s Run Inn project. The property is located between Englewood Glass and Mirror and Quail’s Run. There will be a total of 100 multi-family units and an amenity center. There were utilities installed with the previous project but the condition of those is unknown at this time.

ENGLEWOOD WATER DISTRICT
INCOME STATEMENT
YE FY24, MAY 2024, FY25 BUDGET, YTD FY25 MAY 2025

| | YEAR END FY24 | YTD FY24 MAY 2024 | FY25 APPROVED BUDGET | YTD FY25 MAY 2025 | Over (Under) Budget |
|--|-----------------------|-----------------------|-------------------------|-----------------------|------------------------|
| Operating Revenues | | | | | |
| Water Services | \$ 10,044,721 | \$ 6,701,196 | \$ 10,686,181 | \$ 7,020,011 | \$ (3,666,170) |
| Waste Treatment | 10,920,616 | 7,398,823 | 11,471,825 | 7,886,876 | (3,584,949) |
| Accrued Guaranteed Revenue Fees | 559,936 | 352,519 | 750,080 | 116,430 | (633,650) |
| Other | 404,375 | 298,304 | 276,000 | 335,129 | 59,129 |
| Total Operating Revenues | 21,929,648 | 14,750,842 | 23,184,086 | 15,358,445 | (7,825,641) |
| Operating Expenses | | | | | |
| Water Production | 5,228,072 | 2,380,698 | 4,429,695 | 2,162,844 | (2,266,852) |
| Water Distribution | 2,905,332 | 1,496,769 | 2,583,502 | 1,477,745 | (1,105,757) |
| Waste Treatment | 3,559,719 | 1,834,066 | 3,947,123 | 1,973,976 | (1,973,147) |
| Waste Collection | 6,369,322 | 2,264,333 | 3,957,321 | 2,905,947 | (1,051,374) |
| Laboratory | 323,262 | 221,699 | 374,882 | 217,299 | (157,583) |
| General & Administrative | 4,237,100 | 3,731,216 | 5,092,234 | 3,060,396 | (2,031,838) |
| Total Operating Expenses | 22,622,807 | 11,928,781 | 20,384,756 | 11,798,206 | (8,586,551) |
| Operating Surplus (Deficit) | (693,158) | 2,822,061 | 2,799,330 | 3,560,239 | 760,910 |
| Non-Operating Revenues (Expenses) | | | | | |
| Interest Income | 853,938 | 565,571 | - | 473,309 | 473,309 |
| Net Increase (Decrease) in Fair Value of Investment | 435,994 | 283,947 | - | 7,247 | 7,247 |
| Assessment Revenue | 54,340 | 45,336 | - | 504 | 504 |
| Interest Expense | (71,284) | (31,286) | - | - | - |
| Other Revenues | 2,230,954 | 63,106 | - | 125,092 | 125,092 |
| Gain (loss) on Disposal of Capital Assets | 52,887 | 19,571 | - | - | - |
| Total Non-Operating Expenses | 3,556,828 | 946,246 | - | 606,152 | 606,152 |
| Surplus (Deficit) Before Contributions | 2,863,670 | 3,768,306 | 2,799,330 | 4,166,391 | 1,367,062 |
| Capital Contributions | | | | | |
| Cash | 3,221,794 | 2,051,924 | 3,608,731 | 711,501 | (2,897,230) |
| Non Cash | 170,388 | 170,388 | - | - | - |
| Total Capital Contributions | 3,392,182 | 2,222,312 | 3,608,731 | 711,501 | (2,897,230) |
| Change in Net Position | 6,255,852 | 5,990,618 | 6,408,061 | 4,877,893 | (1,537,414) |
| Total Net Position - beginning of year, as restated | 110,594,353 | 110,594,353 | 116,850,205 | 116,850,205 | |
| Total Net Position - end of year | \$ 116,850,205 | \$ 116,584,971 | \$ 123,258,266 | \$ 121,728,098 | |

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2024, YTD FY25 MAY 2025
BALANCE SHEET

| | <u>FY2024</u> | <u>YTD FY 2025</u> |
|---|-----------------------|-----------------------|
| <u>ASSETS</u> | | |
| Current Assets | | |
| Cash & Equivalents | \$ 6,522,534 | \$ 9,362,315 |
| Accounts Receivable | 3,847,910 | 3,068,369 |
| Accrued Interest Receivable | - | - |
| Inventory | 1,748,631 | 1,966,390 |
| Prepays | 9,395 | 48,184 |
| Total Current Assets | <u>12,128,471</u> | <u>14,445,258</u> |
| Noncurrent Assets | | |
| Restricted Cash and Cash Equivalents | - | - |
| Restricted Assets: Investments | 3,089,333 | 2,031,174 |
| Investments | 10,747,816 | 10,895,077 |
| Connection Fees - Assessment Rec | 1,053,483 | 1,030,371 |
| Capital Assets (net) | <u>99,458,594</u> | <u>100,429,983</u> |
| Total Noncurrent Assets | <u>114,349,226</u> | <u>114,386,604</u> |
| Total Assets | <u>126,477,697</u> | <u>128,831,862</u> |
| Deferred Outflow of Resources | | |
| Accumulated Decreases in Fair Value of Hedging Derivatives | - | - |
| Accumulated Costs Associated with Refunding of Debt | - | - |
| Deferred Amounts on Pensions | 2,641,519 | 2,641,519 |
| Total Deferred Outflow of Resources | <u>2,641,519</u> | <u>2,641,519</u> |
| <u>LIABILITIES AND NET POSITION</u> | | |
| Current Liabilities | | |
| Accounts Payable | 1,905,629 | 4,069 |
| Accrued Liabilities | 709,241 | 411,949 |
| Total Current Liabilities | <u>2,614,870</u> | <u>416,018</u> |
| Current Liabilities Payable from Restricted Assets | | |
| Contracts Payable | - | - |
| Retainage Payable | 410,556 | 126,836 |
| Accrued Interest | - | - |
| Current Portion of Bonds and Notes Payable | - | - |
| Total Current Liabilities Payable from Restricted Assets | <u>410,556</u> | <u>126,836</u> |
| Noncurrent Liabilities | | |
| Compensated Absences | 843,075 | 801,918 |
| Net OPEB Obligation | 998,641 | 998,641 |
| Derivative Instruments - Rate Swap | - | - |
| Bonds and Notes Payable, Net | - | - |
| Net Pension Liability | <u>5,629,981</u> | <u>5,629,981</u> |
| Total Noncurrent Liabilities | <u>7,471,697</u> | <u>7,430,540</u> |
| Total Liabilities | <u>10,497,123</u> | <u>7,973,395</u> |
| Deferred Inflow of Resources | | |
| Deferred Amount on Pensions | 1,771,888 | 1,771,888 |
| | <u>1,771,888</u> | <u>1,771,888</u> |
| Net Position | | |
| Net Investment in Capital Assets | 99,048,038 | 100,303,147 |
| Unrestricted | <u>17,802,166</u> | <u>21,424,951</u> |
| Total Net Position | <u>\$ 116,850,205</u> | <u>\$ 121,728,098</u> |

Englewood Water District
Investment Report
as of May 31, 2025

| RBC | Market Value | Percent of Total |
|--|-----------------------------|-----------------------------|
| Certificate of Deposit | 4,969,178 | 27.00% |
| Bonds- Revenue/General Obligation | - | 0.00% |
| Government Backed Bonds | 7,957,071 | 43.24% |
| Money Markets/Cash | <u>5,475,349</u> | <u>29.75%</u> |
| | <u><u>\$ 18,401,598</u></u> | <u><u>100.00%</u></u> |
| | | |
| Centennial Bank | | |
| Cash Centennial- operating acct | 4,256,416 | |
| Cash Centennial- money market | <u>79,160</u> | |
| Total Cash | <u><u>\$ 4,335,576</u></u> | |
| | | |
| Total Cash and Investments | \$ 22,737,175 | |
| | | |
| Prev Month Investments | \$ 13,195,848 | |
| Prev Month - Cash - RBC | 5,177,692 | |
| Prev Month - Cash - Centennial | 3,799,133 | |
| Prev Month - Investments and Cash | <u><u>\$ 22,172,673</u></u> | |

Englewood Water District
RBC Investment Report
05/31/2025

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|----------------------------------|------------------|-----------|---------------------|-------------|------------|------------|---------------|---------------------|----------------------|-----------------|---------------------|
| STATE BANK OF INDIA | CD | 856283N77 | 253,187.50 | 0.900% | 7/14/2020 | 6/26/2020 | 6/26/2025 | 250,000.00 | 249,305.00 | 0.890% | 4.95 |
| FIRST CAROLINA BANK | CD | 31944MBB0 | 250,000.00 | 0.450% | 8/5/2020 | 8/20/2020 | 8/20/2025 | 250,000.00 | 247,795.00 | 0.450% | 5.00 |
| TEXAS EXCHANGE BANK | CD | 88241TJJ0 | 250,000.00 | 0.600% | 10/13/2020 | 10/23/2020 | 10/23/2025 | 250,000.00 | 246,125.00 | 0.600% | 5.00 |
| JP MORGAN CHASE BK | CD | 48128UQP7 | 246,379.95 | 0.550% | 4/8/2021 | 10/30/2020 | 1/30/2026 | 250,000.00 | 243,782.50 | 0.550% | 4.82 |
| BMO HARRIS BK NATL ASSN | CD | 05600XBY5 | 250,000.00 | 0.550% | 2/11/2021 | 2/18/2021 | 2/18/2026 | 250,000.00 | 243,280.00 | 0.200% | 5.00 |
| SUNWEST BK IRVINE CALIF | CD | 86804DCR7 | 250,000.00 | 0.450% | 2/11/2021 | 2/26/2021 | 2/26/2026 | 250,000.00 | 242,895.00 | 0.450% | 5.00 |
| TOYOTA FINL SVGS BK | CD | 89235MLC3 | 252,795.19 | 0.950% | 8/17/2021 | 7/15/2021 | 7/15/2026 | 250,000.00 | 240,917.50 | 0.950% | 5.00 |
| AMERICAN COMMERCIAL BANK & TRUST | CD | 02519AAD9 | 232,444.82 | 3.500% | 11/7/2023 | 9/14/2022 | 9/14/2027 | 245,000.00 | 241,486.70 | 5.130% | 3.85 |
| MAPLE CITY SVGS BK | CD | 56511PBJ6 | 250,000.00 | 3.500% | 9/18/2024 | 9/30/2024 | 9/30/2027 | 250,000.00 | 245,010.00 | 3.500% | 3.00 |
| MORGAN STANLEY PRIVATE BK | CD | 61768UPM3 | 250,000.00 | 4.300% | 9/18/2024 | 9/27/2024 | 3/27/2028 | 250,000.00 | 249,232.50 | 4.300% | 3.50 |
| ABACUS FED SVGS BK NY | CD | 00257TBM7 | 250,193.48 | 4.650% | 8/9/2024 | 4/28/2023 | 4/28/2028 | 248,000.00 | 248,768.80 | 4.448% | 5.01 |
| PAN AMERICAN BK & TR MELROSE | CD | 697759BA5 | 250,000.00 | 4.200% | 10/16/2024 | 10/28/2024 | 10/27/2028 | 250,000.00 | 248,390.00 | 4.200% | 4.00 |
| CFG CMNTY BK LUTHERVILLE MD | CD | 12527CFX5 | 250,303.24 | 4.750% | 8/9/2024 | 7/31/2024 | 7/31/2029 | 250,000.00 | 250,065.00 | 4.758% | 5.00 |
| CENTRAL BK LITTLE ROCK ARK | CD | 152577CM2 | 250,000.00 | 4.850% | 8/9/2024 | 8/14/2024 | 8/14/2029 | 250,000.00 | 250,010.00 | 4.850% | 5.00 |
| DRAKE BK ST PAUL MINN | CD | 26144KAY3 | 245,000.00 | 4.550% | 2/14/2025 | 2/14/2025 | 8/14/2029 | 245,000.00 | 245,196.00 | 4.550% | 4.50 |
| BANKWEST INC PIERRE SD | CD | 06652CJC6 | 223,449.05 | 3.500% | 10/18/2024 | 9/30/2024 | 9/28/2029 | 223,000.00 | 221,265.06 | 3.500% | 5.00 |
| MORGAN STANLEY BK NA | Equity linked CD | 61776CBX4 | 200,000.00 | | 10/22/2024 | 10/31/2024 | 11/1/2029 | 200,000.00 | 183,830.00 | | 5.01 |
| COULEE BK LA CROSSE WIS | CD | 22209WAR3 | 201,747.24 | 4.400% | 1/30/2025 | 1/9/2025 | 1/9/2030 | 202,000.00 | 201,559.64 | 4.486% | 5.00 |
| CHESAPEAKE BK KILMARNOCK VA | CD | 16514QBZ9 | 250,936.38 | 4.350% | 5/6/2025 | 4/16/2025 | 4/16/2030 | 250,000.00 | 248,650.00 | 4.323% | 5.00 |
| FIRST ST BK WINCHESTER OHIO | CD | 33650TAPS | 250,364.29 | 4.350% | 5/6/2025 | 5/5/2025 | 5/3/2030 | 250,000.00 | 248,597.50 | 4.323% | 5.00 |
| GENERATIONS BK ROGERS ARK | CD | 37149CBM8 | 174,020.74 | 4.350% | 5/6/2025 | 5/6/2025 | 5/6/2030 | 174,000.00 | 173,016.90 | 4.350% | 5.00 |
| Subtotal | | | 5,291,472.40 | | | | | 5,285,000.00 | 4,969,178.10 | | |

Englewood Water District
RBC Investment Report
05/31/2025

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|---|------------------|-----------|---------------------|-------------|------------|------------|---------------|---------------------|----------------------|-----------------|---------------------|
| US TREASURY SECURITIES | Bonds | 912828Y79 | 274,526.43 | 2.875% | 8/24/2021 | 8/25/2021 | 7/31/2025 | 250,000.00 | 249,380.00 | 0.408% | 3.93 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ENUZ1 | 249,756.00 | 3.090% | 5/10/2022 | 4/20/2022 | 10/20/2025 | 250,000.00 | 248,550.00 | 3.120% | 3.45 |
| UNITED STATES TREASURY NOTE | Treasury note | 91282CAT8 | 459,625.75 | 0.250% | 5/10/2022 | 11/2/2020 | 10/31/2025 | 500,000.00 | 491,700.00 | 2.704% | 3.48 |
| TENNESSEE VALLEY AUTH STRIP GENERIC INT PMT | zero coupon bond | 88059EHQ0 | 174,293.70 | 0.000% | 11/18/2020 | 11/3/1995 | 11/1/2025 | 178,000.00 | 174,696.32 | | 4.96 |
| TENNESSEE VALLEY AUTH | Bonds | 880591CJ9 | 68,156.95 | 6.750% | 11/18/2020 | 11/1/1995 | 11/1/2025 | 52,000.00 | 52,505.44 | 6.750% | 4.96 |
| US TREASURY SECURITIES | zero coupon bond | 912833LX6 | 419,934.35 | 0.000% | 6/1/2021 | 6/2/2021 | 11/15/2025 | 430,000.00 | 422,191.20 | | 4.46 |
| FREDDIE MAC | Bonds | 3134HAF40 | 306,241.25 | 4.700% | 4/2/2025 | 11/26/2024 | 11/26/2027 | 300,000.00 | 299,958.00 | 4.527% | 3.00 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ERVH1 | 1,305,473.40 | 4.600% | 1/30/2025 | 10/2/2024 | 1/2/2029 | 1,300,000.00 | 1,296,659.00 | 4.574% | 4.25 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B4ND9 | 502,884.50 | 5.000% | 1/30/2025 | 1/30/2025 | 1/30/2029 | 500,000.00 | 499,950.00 | 4.840% | 4.00 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ER5H0 | 302,905.07 | 4.700% | 4/2/2025 | 3/5/2025 | 3/5/2029 | 300,000.00 | 299,964.00 | 4.530% | 4.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B5D96 | 301,206.00 | 4.650% | 3/12/2025 | 3/19/2025 | 3/19/2029 | 300,000.00 | 299,871.00 | 4.540% | 4.00 |
| FREDDIE MAC | Bonds | 3134HBBY6 | 50,052.78 | 4.750% | 3/12/2025 | 3/5/2025 | 6/5/2029 | 50,000.00 | 50,002.00 | 4.752% | 4.25 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B26B6 | 356,915.79 | 5.150% | 10/2/2024 | 8/8/2024 | 8/8/2029 | 350,000.00 | 350,255.50 | 4.870% | 5.00 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ERVL2 | 301,161.00 | 4.620% | 10/30/2024 | 10/1/2024 | 10/1/2029 | 300,000.00 | 299,313.00 | 4.619% | 5.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3134HAQR7 | 508,217.00 | 4.650% | 2/20/2025 | 10/9/2024 | 10/9/2029 | 500,000.00 | 498,925.00 | 4.664% | 5.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B2YJ8 | 501,096.66 | 4.625% | 10/30/2024 | 10/15/2024 | 10/15/2029 | 500,000.00 | 498,280.00 | 4.622% | 5.00 |
| FREDDIE MAC | Bonds | 3134HAVN0 | 200,958.28 | 4.750% | 10/30/2024 | 10/29/2024 | 10/17/2029 | 200,000.00 | 199,648.00 | 4.648% | 4.97 |
| FREDDIE MAC | Bonds | 3134HASS3 | 265,705.31 | 4.750% | 11/7/2024 | 10/18/2024 | 10/18/2029 | 265,000.00 | 264,467.35 | 4.749% | 5.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B3C50 | 312,704.33 | 4.730% | 1/8/2025 | 10/22/2024 | 10/22/2029 | 310,000.00 | 308,636.00 | 4.759% | 5.00 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ERP39 | 504,786.63 | 4.950% | 1/31/2025 | 12/26/2024 | 12/26/2029 | 500,000.00 | 500,410.00 | 4.839% | 5.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B56Y9 | 654,573.19 | 4.900% | 3/6/2025 | 2/27/2025 | 2/27/2030 | 650,000.00 | 651,709.50 | 4.770% | 5.00 |
| Subtotal | | | 8,021,174.37 | | | | | 7,985,000.00 | 7,957,071.31 | | |
| Cash Balance | | | | | | | | | 5,475,348.90 | | |
| Subtotal Cash | | | | | | | | | 5,475,348.90 | | 196.56 |
| Average % and Duration in Years | | | | | | | | | | 3.679% | 4.68 |

| | | |
|-----------------------------------|----------------------|------|
| Certificate of Deposit | 4,969,178.10 | |
| FHLMC | | |
| FNMA | | |
| GNMA | | |
| FICO Series | | |
| Bonds- Revenue/General Obligation | | |
| Government Backed Bonds | 7,957,071.31 | |
| Money Markets/Cash | 5,475,348.90 | |
| | 18,401,598.31 | |
| | 18,401,598.31 | stmt |
| | - | diff |