

AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
May 14, 2026 @ 8:30 A.M.

Board of Supervisors:

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

Staff:

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

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions
3. **PUBLIC INPUT**
 - Jingjie Cai - 850 E 7th St, Englewood, FL 34223

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** - Certificate of Appreciation
 - Nathan Souza –Distribution Maintenance Technician - 10 years
 - Robert Bryant – Collections Maintenance Technician - 5 years
 - Brennon Miller – Distribution Maintenance Technician - 5 years
5. **CONSENT SECTION**
 - 5a. Minutes of the Regular Meeting dated April 9, 2026
Recommended Action: Approve the meeting minutes for April 9, 2026
 - 5b. Big W Law Invoice dated May 5, 2026
Recommended Action: Approve the attorney's invoice in the amount of \$2,850.00
 - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated April 30, 2026
Recommended Action: Approve the attorney's invoice in the amount of \$18,032.60.
 - 5d. Henderson Franklin Invoice dated April 8, 2026
Recommended Action: Approve the attorney's invoices in the amount of \$561.00.
6. **DISCUSSION**
 - 6a. Mid-Year Budget Review
7. **ACTION ITEMS**
 - 7a. Brenntag – Liquid Chlorine – Extension Agreement
 - 7b. V-7 Generator Replacement
 - 7c. Englewood Isles/Alameda Isles I&I

8. **ADMINISTRATOR'S REPORT** – Keith R. Ledford, Jr., P.E.
 - 8a. **OPERATIONS REPORT** – Dewey Futch
 - 8b. **CIP/DEVELOPMENT REPORT** – Keith R. Ledford Jr., P.E.
 - 8c. **FINANCE REPORT** – Lisa Hawkins
 1. April Financial Statements
 2. April Investment Statements

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

10. **OLD BUSINESS**

11. **NEW BUSINESS**

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 9TCC) or 800-955-8770 (VOICE) for assistance.

Posted 5/8/2026

Ashley Aguiar

From: Juliana Adarme
Sent: Wednesday, April 15, 2026 4:46 PM
To: Ashley Aguiar; Jordan Chunco
Subject: Re: 850 E 7th St
Attachments: 850 e 7th st Most Recent.pdf; 850 e 7th st.pdf

Sure. I have attached the most recent bill and also February's bill with the high usage.



Juliana Adarme
Customer Service III
Englewood Water District
Hablamos Español

☎ 941.474.3217
☎ 941.460.1021
📠 941.460.1025
📍 201 Selma Ave, Englewood, FL 34223
✉ jadarme@ewdfl.com
🌐 www.inglewoodwater.com

Our office is closed on Mondays

🚒 **Code Red Emergency Notifications**

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

From: Ashley Aguiar <aaguiar@ewdfl.com>
Sent: Wednesday, April 15, 2026 4:42 PM
To: Juliana Adarme <JAdarme@ewdfl.com>; Jordan Chunco <jchunco@inglewoodwater.com>
Subject: FW: 850 E 7th St

Thank you both for providing this information and the attached documents.

Could you also please provide a copy of the current bill, as the Board will likely want to review it along with the supporting documentation?

Thank you.



Ashley Aguiar
Executive Assistant
Englewood Water District

☎ **Office:** 941.474.3217
📠 **Direct:** 941.460.1003
📠 **Fax:** 941.460.1025
✉ **Email:** aaguiar@ewdfl.com
🌐 **Website:** www.inglewoodwater.com
📍 **Address:** 201 Selma Ave, Englewood, FL 34223

Office Hours:

Tuesday - Friday: 7:00 AM to 5:00 PM

Closed on Mondays

CodeRED Emergency Notifications

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

From: Jordan Chunco <jchunco@englewoodwater.com>

Sent: Wednesday, April 15, 2026 4:38 PM

To: Juliana Adarme <JAdarme@ewdfi.com>; Ashley Aguiar <aaguiar@ewdfi.com>

Subject: RE: 850 E 7th St

Hi Ashley,

Just for some additional context, below is the timeline that led up to the most recent customer request:

1. High Consumption noted at April 2025 meter read. Meter indicated very slight flow, data long was completed, and we called the customer and left a voicemail.
2. Multiple follow ups were done – all data logs attached.
3. Customer applied for and received a bill adjustment, “Unknown.”
4. Usage was average for the June 2025 meter reading.
5. Usage spiked again July 2025 - Slight flow noted on meter, data log done, customer contacted again. “spoke to home owner he believes something is wrong with our meters / data logs. He said two plumbers has been out to the property and both did not find any leaks.”
6. Usage higher than normal for August 2025 meter reading. Follow up again found slight flow on the meter, data log completed.
7. Previous bill adjustment was rescinded, and customer received a new bill adjustment. Listed reason still “Unknown”.
8. Customer placed on a payment plan.
9. The meter failed to pick up wirelessly for the for February 2026 meter reading. Louie collected a manual read and noted the high consumption. He took a photo of the meter for reference.
10. We contacted the customer and noted, “Called customer, he is aware of the usage, leak indicator on, and will have someone locate the leak.”
11. Meter was replaced Feb 25, 2026
12. New meter was check on March 5th – “No flow, data log done.”
13. Customer disputed the meter reading and would like an additional bill adjustment. He was advised of our rules, and we offered to set them up on another payment plan for the new balance.

All data logs, consumption history, and photo of the meter attached.

Jordan Chunco

Customer Service Manager

Ph. 941.474.3217 , Fax 941.460.1025

201 Selma Ave, Englewood, FL 34223

Englewood Water District

www.englewoodwater.com

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CodeRED Emergency Notifications - englewoodwater.com/codered/

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

From: Juliana Adarme <JAdarme@ewdf.com>
Sent: Wednesday, April 15, 2026 4:19 PM
To: Ashley Aguiar <aaguiar@ewdf.com>
Cc: Jordan Chunco <jchunco@englewoodwater.com>
Subject: 850 E 7th St

Good afternoon, Ashley,

The homeowner at 850 E 7th St came into the office to request an additional adjustment on their bill. Jordan and I explained that they already used their one-time adjustment last year for the July bill and are therefore not eligible for another adjustment at this time.

Additionally, the homeowner is unsure of the cause of the high usage, so I am unable to process an adjustment for the sewer portion of the bill.

He disputed that the meter may have been faulty or that we did not have data available at the time of the spike, noting that the meter head was replaced in February 2026. However, we do have a photo showing the meter reading prior to the replacement. We also confirmed that the meter head was replaced in February 2026.

We offered to set up a new payment plan for the high bill, but he declined and requested to speak before the board to seek an additional adjustment.

For your reference, the homeowner's information is as follows:

Name: Jingjie Cai
Phone: 832-248-6584
Email: volleyballchick4life07@yahoo.com

Please let me know if you need any additional information.

Thank you,



Juliana Adarme
Customer Service III
Englewood Water District

Hablamos Español

☎ 941.474.3217
☎ 941.460.1021
☎ 941.460.1025
📍 201 Selma Ave, Englewood, FL 34223
✉ jadarme@ewdf.com
🌐 www.englewoodwater.com

Our office is closed on Mondays

🚒 **Code Red Emergency Notifications**



| | | | |
|------------------------|--------------|--------------------|--------------|
| Customer Name | HOLLY PAXTON | Cycle | 13-52 |
| Service Address | 850 E 7TH ST | Account No. | 566890-98675 |

Special Message: Critical Water Shortage declared by Southwest FL Water Management. New watering restrictions in place. See details and report violations online: Englewoodwater.com/water-restrictions ****IMPORTANT REMINDER**** Call EWD BEFORE calling a plumber for any plumbing issues. Plumbing bills will not be reimbursed.

Please see reverse side for additional information.

PRIOR BALANCE \$2,465.12
TOTAL PAID SINCE LAST BILL \$0.00

PAST DUE BALANCE - DUE BY 04/10/26 \$2,465.12

Customer Billing SERVICE OFFICE:
 201 Selma Avenue
 Englewood, FL 34223-3443

Service Period: 02/25/2026 through 03/24/2026 = 28 days **CYCLE BILL**

| METER # | PREV DATE | CURR DATE | PREVIOUS | CURRENT | METER MULTIPLIER | USAGE |
|------------------|------------|------------|----------|---------|------------------|-------|
| WA 0003646581601 | 02/24/2026 | 02/25/2026 | 51278 | 51293 | 10 | 150 |
| WA 0003646581601 | 02/25/2026 | 03/24/2026 | 0 | 233 | 10 | 2330 |

OFFICE HOURS:
 Tuesday – Friday
 7 am – 5 pm

| SERVICE | USAGE | RATE | CHARGE | TOTAL |
|------------------------------|----------|------------|---------|----------------|
| SW BASE CHARGE | | | \$37.17 | |
| SW SEWER CHARGE | 2,480.00 | \$0.004740 | \$11.76 | |
| SERVICE TYPE SUBTOTAL | | | | \$48.93 |
| WA BASE CHARGE | | | \$25.54 | |
| WA WATER TIER W1 | 2,480.00 | \$0.003040 | \$7.54 | |
| SERVICE TYPE SUBTOTAL | | | | \$33.08 |

Phone: (941) 474-3217
Toll Free: (866) 460-1080
FAX: (941) 460-1025

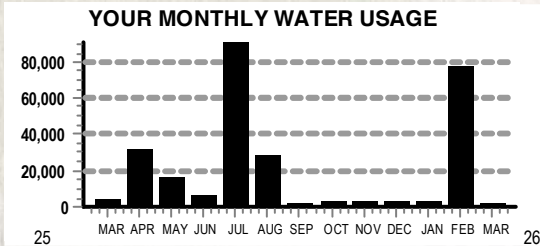
E-mail Address:
 info@englewoodwater.com

| | |
|------------------------------|-------------------|
| TOTAL CURRENT CHARGES | \$82.01 |
| BALANCE FORWARD | \$2,465.12 |
| TOTAL AMOUNT DUE | \$2,547.13 |

DUPLICATE BILL

Visit our website:
 www.englewoodwater.com

AFTER HOURS EMERGENCY PHONES: (941) 474-3217
 (941) 270-7000



***ALL PAST DUE CHARGES ARE DUE IMMEDIATELY.**
 If Past due is not paid within 15 days from date of this bill, service will be disconnected. NO further notice will be mailed.

DUE DATE APPLIES TO NEW CHARGES ONLY. A LATE CHARGE OF 1 1/2% OR \$5.00 (WHICHEVER IS GREATER) WILL APPLY IF PAYMENT IS NOT RECEIVED BY DUE DATE.

EWD- 1161-9

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD, FLORIDA 34223-3443

PAY YOUR BILL ONLINE AT ENGLEWOODWATER.COM



| ACCOUNT NUMBER | CYCLE | BILL DATE | DUE DATE |
|-----------------------|------------------|------------------|------------|
| 566890-98675 | 13-52 | 03/26/2026 | 04/15/2026 |
| TOTAL CURRENT CHARGES | PAST DUE BALANCE | TOTAL AMOUNT DUE | |
| \$82.01 | \$2,465.12 | \$2,547.13 | |

SERVICE ADDRESS 850 E 7TH ST

ADDRESSEE:

REMIT TO:

EWD0326A 7000000166 00.0001.0163 163/1 163 1 AV 0.593



HOLLY PAXTON
 850 E 7TH ST
 ENGLEWOOD FL 34223-4415



ENGLEWOOD WATER DISTRICT
 PO BOX 31792 DEPT # 75500
 TAMPA FL 33631-3792

3300000000011111111160566890009867500002547130000000008



| | | | |
|------------------------|--------------|--------------------|--------------|
| Customer Name | HOLLY PAXTON | Cycle | 13-52 |
| Service Address | 850 E 7TH ST | Account No. | 566890-98675 |

Special Message: Critical Water Shortage declared by Southwest FL Water Management. New watering restrictions in place. See details and report violations online: Englewoodwater.com/water-restrictions ****IMPORTANT REMINDER**** Call EWD BEFORE calling a plumber for any plumbing issues. Plumbing bills will not be reimbursed.

Please see reverse side for additional information.

PRIOR BALANCE \$784.57
TOTAL PAID SINCE LAST BILL \$-184.57

PAST DUE BALANCE - DUE BY 03/13/26 \$600.00

Customer Billing SERVICE OFFICE:
 201 Selma Avenue
 Englewood, FL 34223-3443

Service Period: 01/23/2026 through 02/24/2026 = 32 days **CYCLE BILL**

| METER # | PREV DATE | CURR DATE | PREVIOUS | CURRENT | METER MULTIPLIER | USAGE |
|------------------|------------|------------|----------|---------|------------------|-------|
| WA 0003646581601 | 01/23/2026 | 02/24/2026 | 43456 | 51278 | 10 | 78220 |

OFFICE HOURS:
 Tuesday – Friday
 7 am – 5 pm

Phone: (941) 474-3217
Toll Free: (866) 460-1080
FAX: (941) 460-1025

E-mail Address:
 info@englewoodwater.com

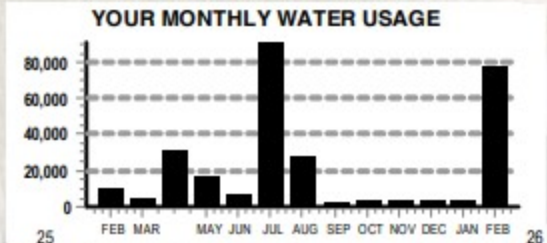
| SERVICE | USAGE | RATE | CHARGE | TOTAL |
|------------------------------|-----------|------------|------------|-------------------|
| SW BASE CHARGE | | | \$37.17 | |
| SW SEWER CHARGE | 78,220.00 | \$0.004740 | \$370.76 | |
| SERVICE TYPE SUBTOTAL | | | | \$407.93 |
| WA BASE CHARGE | | | \$25.54 | |
| WA WATER TIER W1 | 6,000.00 | \$0.003040 | \$18.24 | |
| WA WATER TIER W2 | 2,000.00 | \$0.004060 | \$8.12 | |
| WA WATER TIER W3 | 4,000.00 | \$0.008070 | \$32.28 | |
| WA WATER TIER W4 | 6,000.00 | \$0.013480 | \$80.88 | |
| WA WATER TIER W5 | 60,220.00 | \$0.021050 | \$1,267.63 | |
| SERVICE TYPE SUBTOTAL | | | | \$1,432.69 |
| MISCELLANEOUS | | | | |
| LF LIEN FEE/UNPAID | | | \$24.50 | |

Visit our website:
 www.englewoodwater.com

AFTER HOURS EMERGENCY PHONES: (941) 474-3217
 (941) 270-7000

| | |
|------------------------------|-------------------|
| TOTAL CURRENT CHARGES | \$1,865.12 |
| BALANCE FORWARD | \$600.00 |
| TOTAL AMOUNT DUE | \$2,465.12 |

DUPLICATE BILL



***ALL PAST DUE CHARGES ARE DUE IMMEDIATELY.**
 If Past due is not paid within 15 days from date of this bill, service will be disconnected. NO further notice will be mailed.

DUE DATE APPLIES TO NEW CHARGES ONLY. A LATE CHARGE OF 1 1/2% OR \$5.00 (WHICHEVER IS GREATER) WILL APPLY IF PAYMENT IS NOT RECEIVED BY DUE DATE.

EWD- 1161-9

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



ENGLEWOOD WATER DISTRICT
 201 SELMA AVENUE
 ENGLEWOOD, FLORIDA 34223-3443

PAY YOUR BILL ONLINE AT ENGLEWOODWATER.COM

| ACCOUNT NUMBER | CYCLE | BILL DATE | DUE DATE |
|-----------------------|------------------|------------------|------------|
| 566890-98675 | 13-52 | 02/26/2026 | 03/18/2026 |
| TOTAL CURRENT CHARGES | PAST DUE BALANCE | TOTAL AMOUNT DUE | |
| \$1,865.12 | \$600.00 | \$2,465.12 | |

SERVICE ADDRESS 850 E 7TH ST

ADDRESSEE:

REMIT TO:

EWD0226A 7000000170 00.0001.0167 167/1 167 1 AV 0.593

1547206254

E-Coder R900

ARB
UNIVERSITY
MANAGEMENT
SYSTEMS

NEPTUNE

5/8"

T-10

RS
P 05 12,782.45

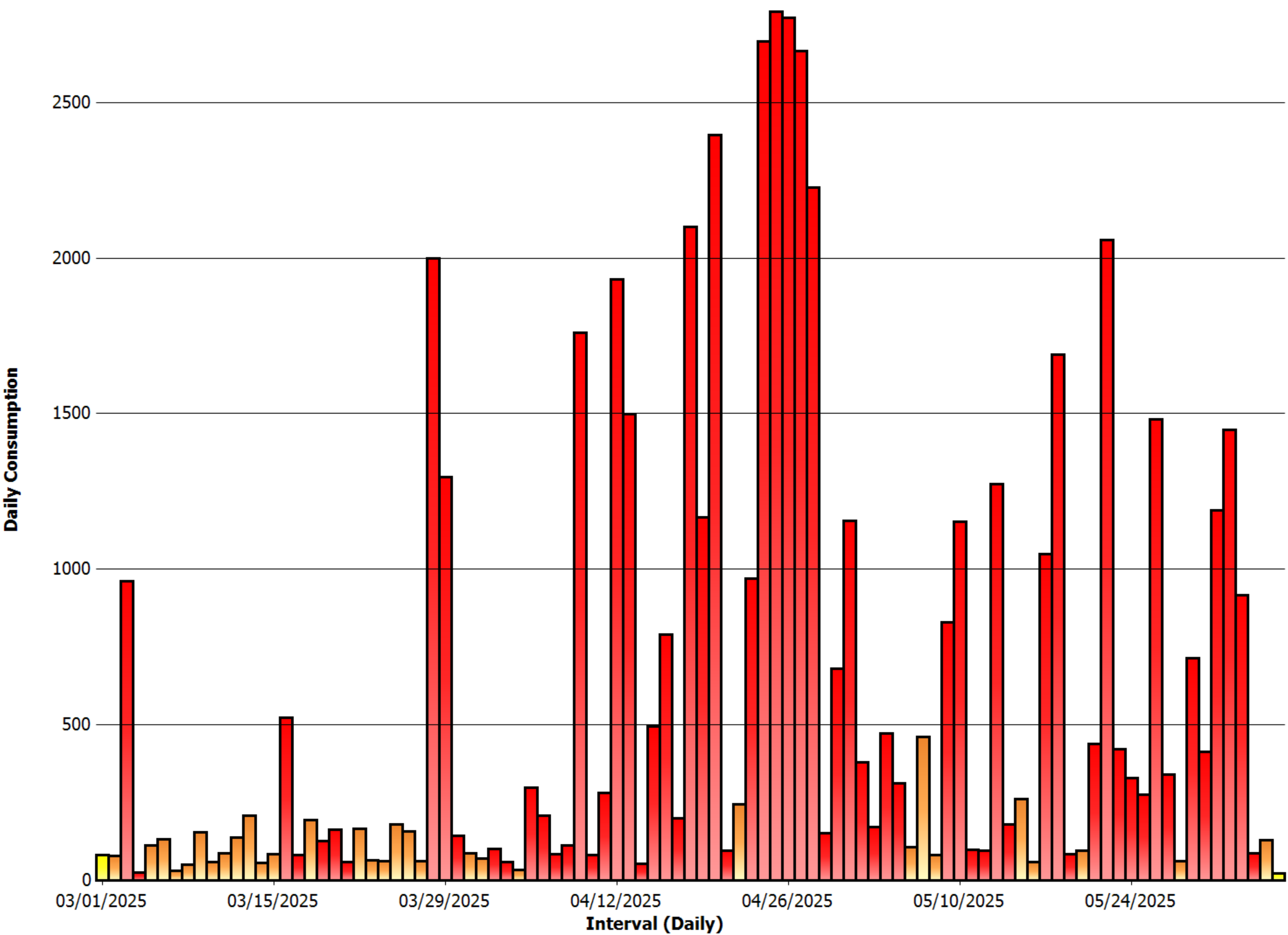
GALLONS (GPM)

E-Coder®

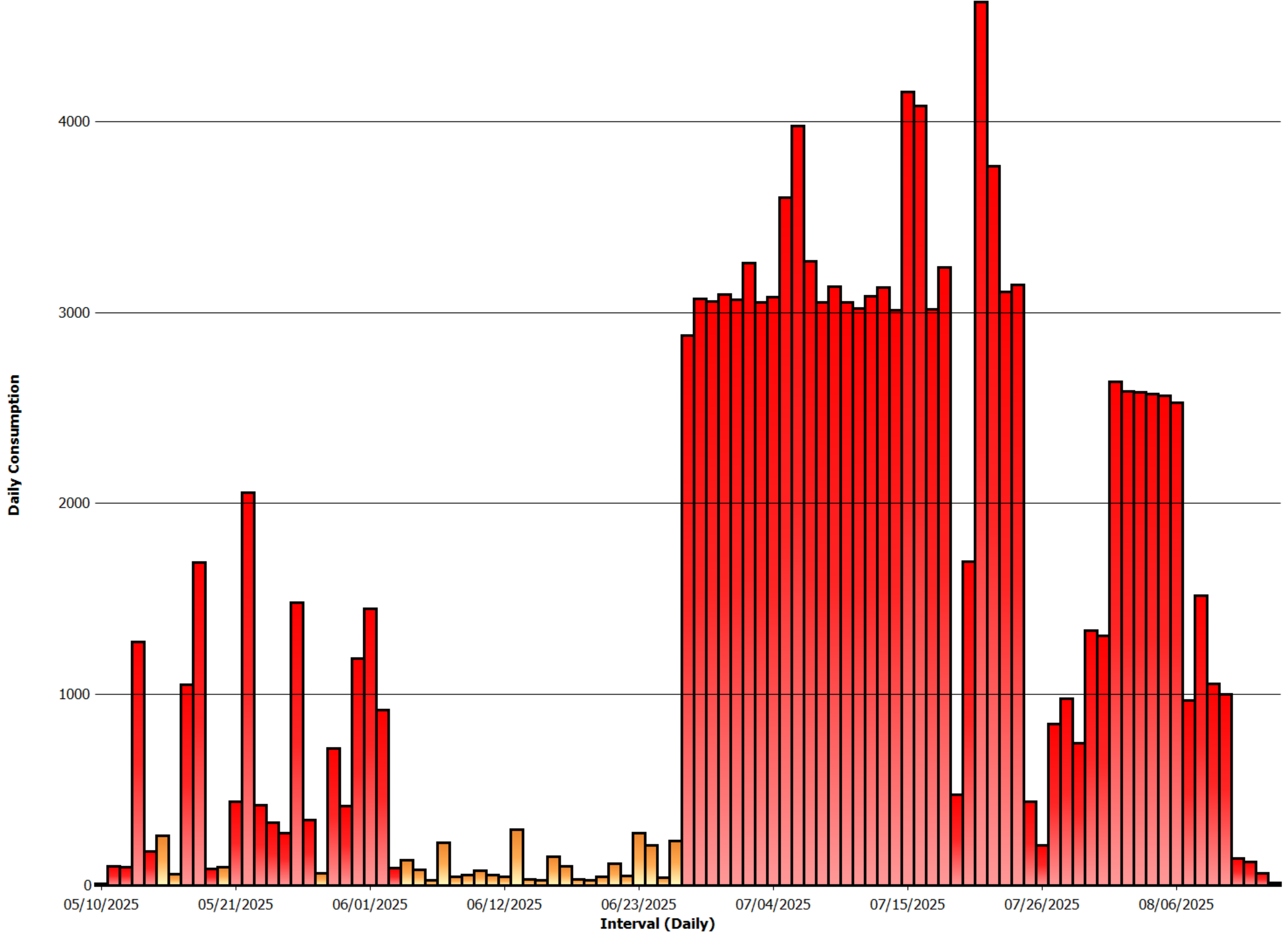
| Reading Cc | Service Co | Reading Ty | Reading Date | Actual Con | Actual Den | Days | Meter Nun | Estimate C |
|------------|------------|------------|--------------|------------|------------|------|-----------|------------|
| WA | REG | | 03/24/202 | 2330 | 0 | 27 | 36465816 | |
| WA | SET | | 02/25/202 | 0 | 0 | | 36465816 | |
| WA | OUT | | 02/25/202 | 150 | 0 | 1 | 36465816 | |
| WA | REG | | 02/24/202 | 78220 | 0 | 32 | 36465816 | |
| WA | REG | | 01/23/202 | 2810 | 0 | 28 | 36465816 | |
| WA | REG | | 12/26/202 | 3490 | 0 | 31 | 36465816 | |
| WA | REG | | 11/25/202 | 2910 | 0 | 33 | 36465816 | |
| WA | REG | | 10/23/202 | 2810 | 0 | 29 | 36465816 | |
| WA | REG | | 09/24/202 | 2420 | 0 | 28 | 36465816 | |
| WA | REG | | 08/27/202 | 28390 | 0 | 29 | 36465816 | |
| WA | REG | | 07/29/202 | 90900 | 0 | 33 | 36465816 | |
| WA | REG | | 06/26/202 | 6920 | 0 | 29 | 36465816 | |
| WA | REG | | 05/28/202 | 16150 | 0 | 29 | 36465816 | |
| WA | REG | | 04/29/202 | 31760 | 0 | 33 | 36465816 | |
| WA | REG | | 03/27/202 | 4280 | 0 | 29 | 36465816 | |
| WA | REG | | 02/26/202 | 9510 | 0 | 29 | 36465816 | |
| WA | REG | | 01/28/202 | 2810 | 0 | 33 | 36465816 | |
| WA | REG | | 12/26/202 | 2880 | 0 | 34 | 36465816 | |
| WA | REG | | 11/22/202 | 4430 | 0 | 29 | 36465816 | |
| WA | REG | | 10/24/202 | 12530 | 0 | 30 | 36465816 | |
| WA | REG | | 09/24/202 | 8190 | 0 | 32 | 36465816 | |
| WA | REG | | 08/23/202 | 1280 | 0 | 29 | 36465816 | |
| WA | REG | | 07/25/202 | 730 | 0 | 30 | 36465816 | |
| WA | REG | | 06/25/202 | 1900 | 0 | 33 | 36465816 | |
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| WA | REG | | 04/24/202 | 4240 | 0 | 29 | 36465816 | |
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| WA | REG | | 01/24/202 | 3420 | 0 | 29 | 36465816 | |
| WA | REG | | 12/26/202 | 5960 | 0 | 34 | 36465816 | |
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| WA | REG | | 10/25/202 | 6720 | 0 | 29 | 36465816 | |
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| WA | REG | | 08/24/202 | 7250 | 0 | 28 | 36465816 | |
| WA | REG | | 07/27/202 | 8340 | 0 | 30 | 36465816 | |
| WA | REG | | 06/27/202 | 7290 | 0 | 33 | 36465816 | |
| WA | REG | | 05/25/202 | 5650 | 0 | 29 | 36465816 | |
| WA | REG | | 04/26/202 | 5270 | 0 | 29 | 36465816 | |
| WA | REG | | 03/28/202 | 6950 | 0 | 32 | 36465816 | |
| WA | REG | | 02/24/202 | 5740 | 0 | 29 | 36465816 | |
| WA | REG | | 01/26/202 | 1640 | 0 | 29 | 36465816 | |
| WA | REG | | 12/28/202 | 80 | 0 | 29 | 36465816 | |

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|----|-----|-----------|----|---|-------------|
| WA | REG | 11/29/202 | 10 | 0 | 34 36465816 |
| WA | REG | 10/26/202 | 0 | 0 | 29 36465816 |
| WA | REG | 09/27/202 | 80 | 0 | 33 36465816 |
| WA | REG | 08/25/202 | 40 | 0 | 29 36465816 |
| WA | REG | 07/27/202 | 40 | 0 | 33 36465816 |
| WA | REG | 06/24/202 | 0 | 0 | 29 36465816 |
| WA | REG | 05/26/202 | 0 | 0 | 30 36465816 |
| WA | REG | 04/26/202 | 0 | 0 | 32 36465816 |
| WA | REG | 03/25/202 | 10 | 0 | 29 36465816 |
| WA | REG | 02/24/202 | 0 | 0 | 29 36465816 |
| WA | REG | 01/26/202 | 0 | 0 | 29 36465816 |
| WA | REG | 12/28/202 | 0 | 0 | 34 36465816 |
| WA | REG | 11/24/202 | 0 | 0 | 33 36465816 |
| WA | REG | 10/22/202 | 0 | 0 | 29 36465816 |
| WA | REG | 09/23/202 | 0 | 0 | 30 36465816 |
| WA | REG | 08/24/202 | 70 | 0 | 32 36465816 |
| WA | REG | 07/23/202 | 10 | 0 | 29 36465816 |
| WA | REG | 06/24/202 | 0 | 0 | 29 36465816 |
| WA | REG | 05/26/202 | 0 | 0 | 26 36465816 |
| WA | INT | 04/30/202 | 0 | 0 | 36465816 |

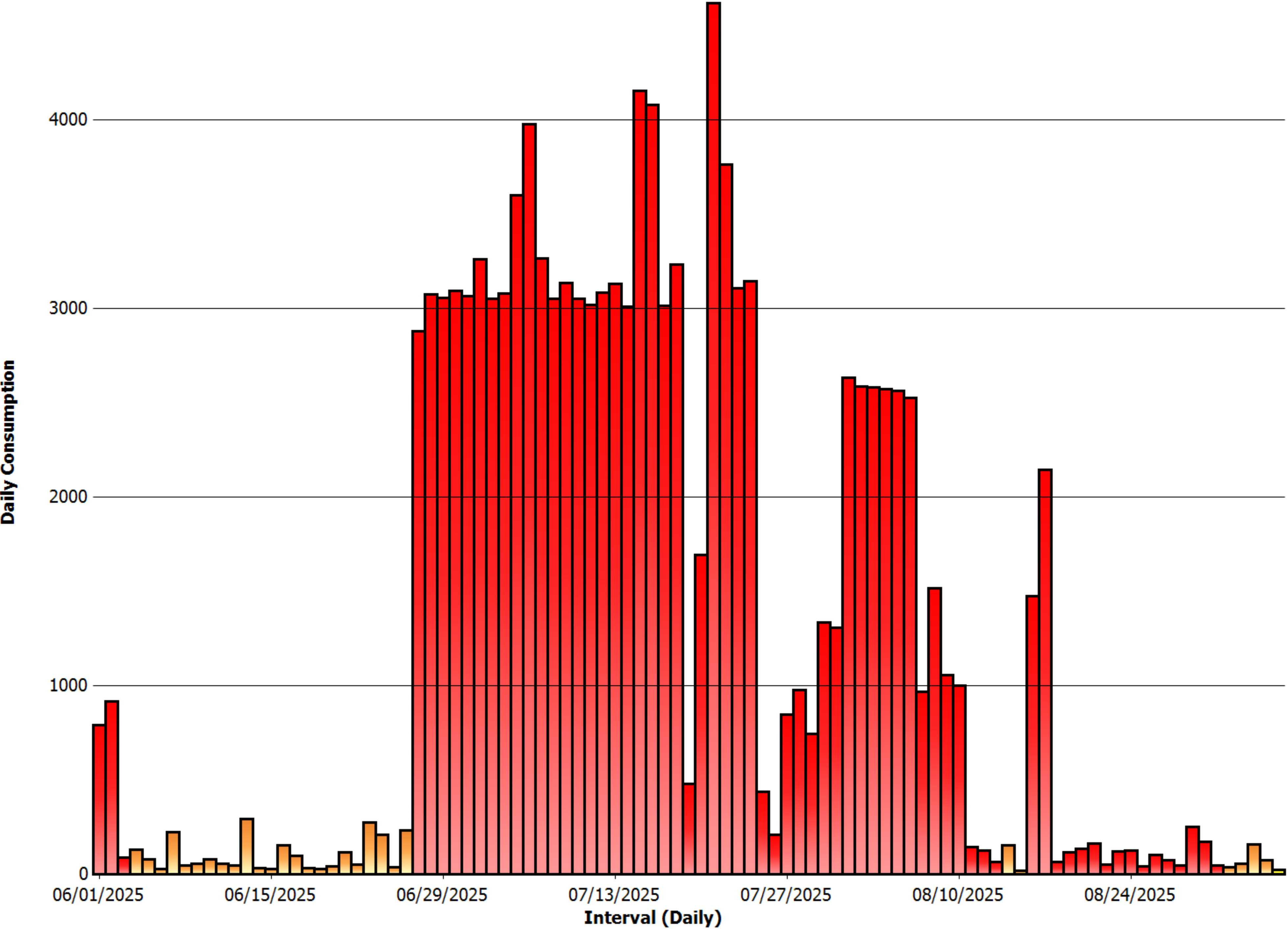
E-Coder R900i Data Logging Report
MIU#: 1547266254 for 03/01/2025 through 06/05/2025 - 5/8" - 1" T-10, GALLONS



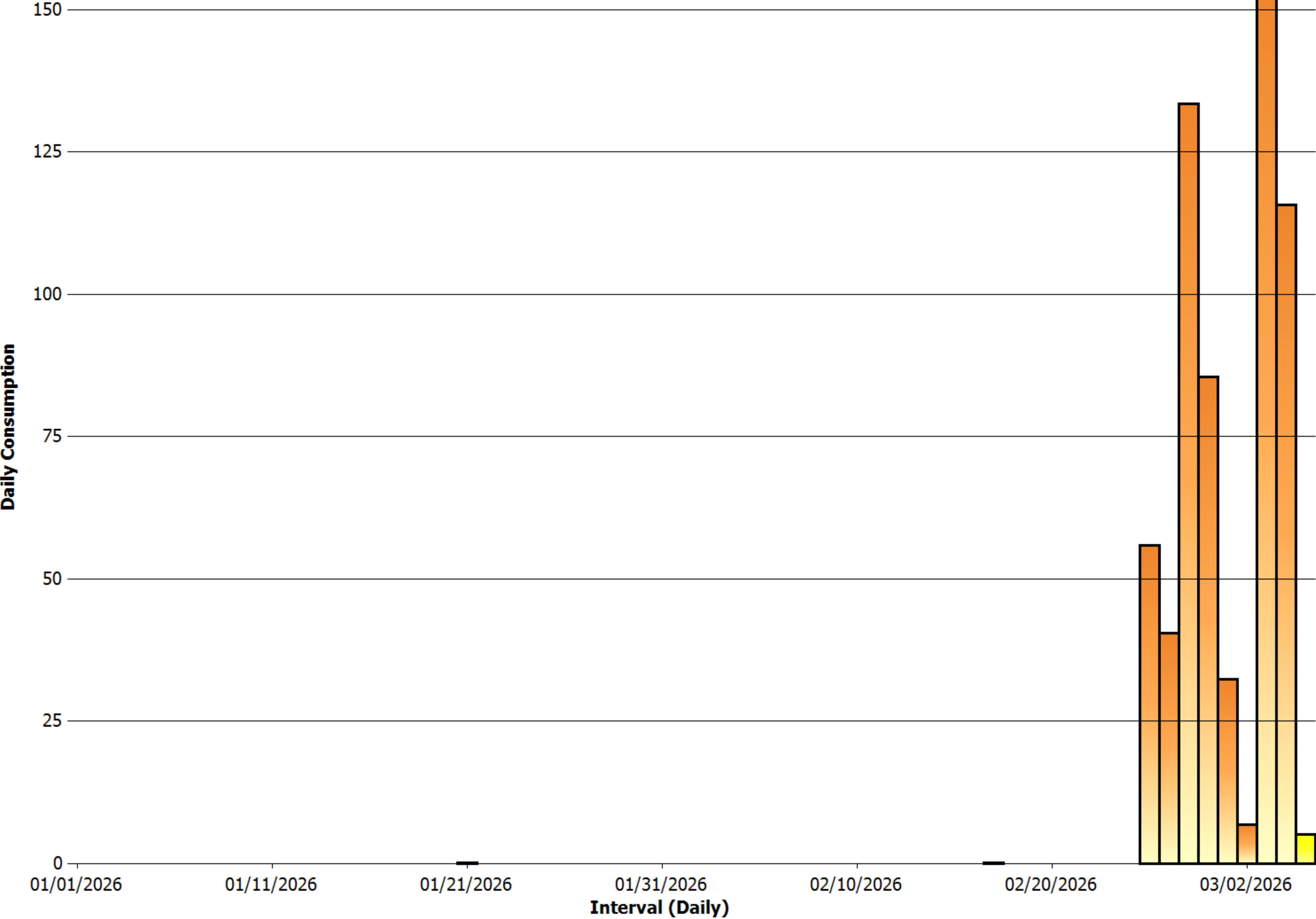
E-Coder R900i Data Logging Report
MIU#: 1547266254 for 05/10/2025 through 08/14/2025 - 5/8" - 1" T-10, GALLONS



E-Coder R900i Data Logging Report
MIU#: 1547266254 for 06/01/2025 through 09/05/2025 - 5/8" - 1" T-10, GALLONS



E-Coder R900i Data Logging Report
MIU#: 1585454982 for 01/01/2026 through 03/05/2026 - 5/8" - 1" T-10, GALLONS



**MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
April 9, 2026 @ 8:30 A.M.**

Board of Supervisors:

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

Staff:

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

1. PLEDGE OF ALLEGIANCE & ROLL CALL
2. **ANNOUNCEMENTS** – Additions or Deletions - None
3. **PUBLIC INPUT** - None
4. **PRESENTATIONS** - None
5. **CONSENT SECTION** Chair Meals called for a motion to approve. Mr. Babington moved “to approve the consent agenda as presented,” seconded by Ms. Gaver.
 - 5a. Minutes of the Special Meeting dated March 3, 2026 & Minutes of the Regular Meeting dated March 12, 2026
Recommended Action: Approve the meeting minutes for March 3, 2026 & March 12, 2026
 - 5b. Big W Law Invoice dated April 1, 2026
Recommended Action: Approve the attorney’s invoice in the amount of \$3,525.00
 - 5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated March 31, 2026
Recommended Action: Approve the attorney’s invoice in the amount of \$30,101.25

UNANIMOUS

CS 26-4-09 A-C

6. **DISCUSSION**

6a. Auditor Selection Committee – Mr. Ledford led the discussion. The District will issue an RFP for external audit services and establish a three-member Board Selection Committee to ensure independence and transparency. Staff will manage the RFP process but will not evaluate submissions. The Committee will review, rank proposals, and may conduct interviews, with a public meeting anticipated in July or August. Board members were invited to volunteer, and Ms. Crampton, Mr. Babington, and Ms. Gaver agreed to serve. The Committee discussed and is anticipated to meet on August 13 in the afternoon, with recommendations presented to the Board for approval at a subsequent meeting.

7. **ACTION ITEMS**

7a. Administrator Review – Chair Meals led the discussion and noted that the evaluation form is a useful starting point but should be refined for future use. The Board suggested that next year’s process include consolidated feedback submitted to HR for review. While individual comments were not reviewed in detail, there was general consensus that performance is positive. The Board also discussed compensation adjustments, and after consideration of internal and external factors, approved a percentage-based increase.

Ms. Crampton moved “to approve a 10% increase”, seconded by Ms. Gaver.

UNANIMOUS

26-4-09 A

7b. Reuse Effluent Pump Replacement – Mr. Ledford led the discussion regarding the WRF effluent pump system, which requires at least two of three pumps for operation. Staff reported Effluent Pump No. 3 has failed and recommended replacement. The proposed cost is \$100,693.70 for a Flowserve VTP pump from CEC Motor and Utility Services, including removal, installation, and troubleshooting under an existing contract.

Ms. Crampton moved, “to approve,” seconded by Ms. Gaver

UNANIMOUS

26-4-09 B

Full motion read: “To approve the purchase and installation of a replacement effluent pump for the WRF Reuse System from CEC Motor and Utility Services in the amount of \$100,693.70.

7c. Sewer/Water Cut-in Valves - Mr. Ledford led the discussion regarding the installation of 12” cut-in valves in the Collections and Distribution systems to improve operational flexibility and emergency isolation. The Collections valve would be installed south of Alameda Isles on the forcemain, and the Distribution valve near Selma Ave. and Michigan Ave. The estimated cost is \$70,685 from DeJonge Excavating Contractors, Inc., under City of Venice RFP 3144-23 (expires 4/4/27), exceeding the Administrator’s authority.

Ms. Gaver moved, “to approved” seconded by Mr. Babington

UNANIMOUS

26-4-09 C

Full motion read: “ To approve the purchase and installation of two (2) cut-in valves from DeJonge Excavating Contractors, Inc. in the amount of \$70,685.00.”

7d. SWFWMD Modified Phase III – Water Restrictions & Citations - Discussion led by Mr. Ledford. SWFWMD has issued Modified Phase III Water Shortage restrictions effective April 3, 2026, requiring mandatory conservation measures due to ongoing drought conditions. EWD must comply with irrigation limits and restrictions on wasteful use. Citation-based enforcement will begin April 17, 2026, following a brief public

awareness period. Penalties are \$100 for first offense, \$300 for second, and \$500 for subsequent offenses, with possible service disconnection. Staff recommends Board approval of the Resolution adopting the restrictions and enforcement provisions.

Mr. Babington moved, “to approved” seconded by Ms. Gaver

UNANIMOUS

26-4-09 D

Full motion read: “To adopt the Resolution approving implementation of the SWFWMD Modified Phase III Water Shortage restrictions effective April 3, 2026, and authorizing citation-based enforcement without prior warning beginning April 17, 2026.”

7e. LPA0283 Amendment #2 - Mr. Ledford led the discussion. This amendment to Agreement No. LPA0283 with the Florida Department of Environmental Protection revises the project scope from the North Water Reclamation Facility to the North Booster Pump Station & Forcemain. It updates the budget, extends the term, revises subcontracting provisions, and replaces the Grant Work Plan. All other terms remain unchanged, with the amendment controlling in the event of conflict.

Ms. Gaver moved, “to approved” seconded by Ms. Crampton

UNANIMOUS

26-4-09 E

Full motion read: “To authorize the Chair to sign FDEP Amendment No. 2 to Agreement No. LPA0283”

7f. Arby’s Easement Partial Vacation - Mr. Ledford led the discussion. Arby’s Restaurant Group, Inc. is redeveloping the former Checkers site at 1725 S. McCall Rd., Englewood, FL. The property includes a utility easement, and Arby’s is requesting vacation of a portion that does not contain EWD infrastructure. Staff recommends approval of the easement vacation.

Mr. Babington moved, “to approved” seconded by Ms. Gaver

UNANIMOUS

26-4-09 F

Full motion read: “To approve the partial easement vacation as presented and authorize the Chair execute the release agreement.”

7g. South WRF Electrical Upgrade Design – Mr. Ledford led the discussion. Kimley-Horn, selected under RFQ 2025-142 as Engineer of Record for the South WRF Expansion and Improvements project, has been tasked with designing electrical upgrades following hurricane-related damage. The project is supported by \$8.5 million in FDEP grant funding and includes redundant electrical services, relocation to a new electrical building, grounding and surge protection upgrades, SCADA implementation, and telecommunications improvements to support emergency power operation. Staff recommends approval to proceed with design.

Ms. Gaver moved, “to approved” seconded by Ms. Crampton

Full motion read: “To approve and authorize the Administrator to sign Task Order 2025-142-01 for engineering services related to the South Water Reclamation Facility (WRF) Electrical Upgrades in the amount of \$910,045.52..”

7h. South WRF Rehab/Expansion Design - Mr. Ledford led the discussion. Kimley-Horn, selected under RFQ 2025-142 as Engineer of Record for the South WRF Expansion and Improvements project, is providing planning, design, and permitting services for a capacity expansion from 3.4 MGD to 5.0 MGD AADF, along with CMAR procurement support. Staff recommends approval of a \$6 million budget amendment and authorization to proceed with design.

Ms. Gaver moved, “to approved” seconded by Mr. Babington

Full motion read: “1. To approve a budget amendment to the FY26 CIP budget in the amount of \$6,000,000 for the South WRF Expansion Design Project. 2.To approve and authorize the Administrator to sign Task Order 2025-142-02 for engineering services related to the South WRF Expansion Design project in the amount of \$10,991,9696.90.”

8. **ADMINISTRATOR’S REPORT – Keith R. Ledford, Jr., P.E.** – The FASD Conference will be held June 7–11 in Orlando, and any Board members interested in attending should notify Ms. Aguiar or Mr. Ledford, who has not yet confirmed his attendance.

8a. OPERATIONS REPORT – Dewey Futch

Production

- Total send out for March 2026 was 99.27 MG (March 2025: 100.23 MG).
- The average send out was 3.2 MGD (March 2025: 3.23 MGD).
- The high send out was 3.73 MGD (March 2025: 3.53 MGD).
- Rainfall for March 2026 was 1.47" (March 2025: 1.53").
- Ovivo completed repairs on the #3 Treater, and Operators successfully returned it to service.
- At the RO facility, Distribution assisted Operators with the repair of a broken fiberglass tee; the project was completed successfully.
- The remainder of the month consisted of routine maintenance and normal operations.

Distribution

- Three incidents to report:
 1. March 5: A contractor replaced a fire hydrant under warranty at Tavira Place. Following two days of bacteriological testing, it was returned to service on March 7.
 2. March 5: A two-inch water main break occurred on W. Perry Street. Affected customers were issued a boil water notice, which was rescinded on March 7 after two days of bacteriological testing.

3. March 13: EWD replaced a fire hydrant on S. McCall Road. After two days of bacteriological testing, it was returned to service on March 18.

- New meter sets for March included 5 single-family connections (5 ERCs).
- 94 radio heads were replaced.
- 27 customer requests for turn-offs were completed.
- A total of 248 work orders were completed by Distribution.
- A total of 716 work orders were completed by Meter Readers.

WRF

- The average flow for March 2026 was 1.73 MGD (March 2025: 1.65 MGD).
- The peak flow for March 2026 was 1.73 MGD (March 2025: 1.74 MGD).
- Operators performed daily operations and routine maintenance throughout the month.
- The Plant #3 clarifier drive replacement is currently underway by EMMI.

Collections

- Collections staff performed valve and pit maintenance in V-7.
- Lift Station 210 (beach location) was rehabilitated with all new discharge piping installed inside the station.
- Three 6-inch isolation valves were replaced (one in V-2 and two in V-7).
- In V-1, behind Englewood Glass & Mirror, a 6-inch vacuum main was found to be broken and was repaired.
- At V-6, all mulch was removed and replaced in the exhaust pit.
- 7 houses were capped off for demolition.
- 5 broken vents were repaired.
- A broken pit cone in V-7 was replaced.
- A total of 64 work orders were completed.

8b. CIP/DEVELOPMENT REPORT – Keith R. Ledford Jr., P.E.

- **Hurricane Milton I&I** – A Task Order was executed with Giffels Webster for engineering services to repair lift station electrical panels damaged during Hurricane Milton; design work has commenced.
- **Middle Beach Pipe Replacement** – Kimley-Horn and staff are finalizing the bid package, with advertisement anticipated by the end of April.
- **Winchester Blvd** – FPL is constructing a new substation south of the Sarasota/Charlotte County line; a Developer's Agreement is in place, utility plans are approved, and a pre-construction meeting is scheduled for April 7, 2026.
- **Englewood Apartments** – Plans were near approval, but staff was advised an additional parcel was acquired; it is unclear if revised plans will be submitted.

8c. FINANCE REPORT – Lisa Hawkins

Financial Statements

Operating revenues through March totaled \$13.7 million, representing an increase of \$2.3 million compared to the same period last year. Operating expenses were \$9.1 million, reflecting an increase of \$310,000 over the prior year. This resulted in an operating gain of \$4.6 million through March. Other revenues increased by \$330,000, primarily due to funds received from FEMA related to Hurricane Milton.

Investments

As of the end of March, \$29 million was invested with RBC and \$6.2 million was held at Centennial Bank, for total cash and investments of \$35.2 million.

Mid year review will be discussed in May.

9. **ATTORNEY’S REPORT** –Robert H. Berntsson – No new matters to report; the District continues to conduct routine operations in the normal course of business.
10. **OLD BUSINESS** - None
11. **NEW BUSINESS** - None
12. **PUBLIC COMMENT – ANY TOPIC** - None
13. **BOARD MEMBER COMMENTS** – Mr. Babington noted that staff is working diligently and that necessary tasks are being completed. Ms. Gaver reiterated her appreciation for Mr. Ledford’s efforts and expressed satisfaction with staff morale. Chair Meals also commended Mr. Ledford’s hard work, noted that the fines may be met with concern by some members of the public, and expressed enthusiasm for the new plant.
14. **ADJOURN @ 9:38am**

Tony Babington-Vice Chair

APPROVED/aa

BOARD AGENDA ITEM SUMMARY

5b

MEETING DATE: May 14, 2026

SUBJECT: The Big W Law Attorney's Invoice dated May 5, 2026

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 May 5, 2026.

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

| | | |
|----------------------------|----|-------------------|
| Amount Budgeted | \$ | 30,000.00 |
| Year to Date Expenditures | \$ | (14,625.00) |
| Total Expenditure Required | \$ | <u>(2,850.00)</u> |
| Remaining in Budget | \$ | <u>12,525.00</u> |

MOTION: To approve the Big W Law Attorney's invoice dated May 5, 2026, for services rendered in the amount of \$2,850.00. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar

Date: May 5, 2026

Approvals:

Administrator

Finance

Operations

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

ATTACHMENTS: The Big W Law Attorney's invoice dated May 5, 2026



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

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
aaguilar@ewdfl.com
201 Selma Avenue

Statement Date: 05/05/2026
Statement No. 38833
Account No. 8.0000

Englewood, FL 34223

Received by EWD
5/5/26 at 11:39am
AA

Legal Services
PO# 60723

PO# 60723

FOR PROFESSIONAL SERVICES RENDERED

| | | | Rate | Hours | |
|------------|-----|--|--------|-------|--------|
| 04/01/2026 | RHB | Email(s) with Ms. Aguiar; Review and Revise easement release document; Email(s) with Mr. Oertel. | 300.00 | 0.50 | 150.00 |
| 04/02/2026 | RHB | Email(s) with Ms. Bagley; Email(s) with Ms. Aguiar; Email(s) with Ms. Petty. | 300.00 | 0.25 | 75.00 |
| 04/03/2026 | RHB | Email(s) with Ms. Aguiar; Review agenda. | 300.00 | 0.25 | 75.00 |
| 04/07/2026 | RHB | Telephone conference with Mr. Ledford; Email(s) with Ms. Aguiar; Review agenda materials. | 300.00 | 0.50 | 150.00 |
| 04/09/2026 | RHB | Prepare for and attend Board of Supervisors Meeting; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 1.50 | 450.00 |
| 04/15/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 0.50 | 150.00 |
| 04/16/2026 | RHB | Review Service of Document email from Court; Email(s) with Ms. Aguiar. | 300.00 | 0.25 | 75.00 |
| 04/17/2026 | RHB | Email(s) with Mr. Pulsifer; Email(s) with Mr. Oertel; Email(s) with Ms. Bing. | 300.00 | 0.25 | 75.00 |
| 04/20/2026 | RHB | Email(s) with Mr. Pulsifer; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 0.25 | 75.00 |
| 04/21/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar; Email(s) with Court documents. | 300.00 | 0.25 | 75.00 |
| 04/22/2026 | RHB | Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 0.25 | 75.00 |
| 04/23/2026 | RHB | Email(s) with Mr. Pulsifer; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 0.25 | 75.00 |

Englewood Water District
 Account No. 8.0000
 RE: Legal Services

Statement Date: 05/05/2026
 Statement No. 38833

| | | | Rate | Hours | |
|------------|-----|---|--------|-------|----------|
| 04/24/2026 | RHB | Email(s) with Mr. Oertel. | 300.00 | 0.25 | 75.00 |
| 04/27/2026 | RHB | Email(s) with Mr. Oertel. | 300.00 | 0.25 | 75.00 |
| 04/28/2026 | RHB | Email(s) with Mr. Pulsifer; Email(s) with Mr. Oertel; Email(s) with Ms. Aguiar. | 300.00 | 0.50 | 150.00 |
| 04/29/2026 | RHB | Email(s) with Ms. Aguiar; Telephone conference with Mr. Oertel, et. al.; Email(s) with Mr. Oertel; Email(s) with Ms. Petty; Email(s) with Mr. Benedict; Email(s) with Mr. Pulsifer. | 300.00 | 1.00 | 300.00 |
| 04/30/2026 | RCB | Preparation and filing of Notice of Appearance and Answer and Affirmative Defenses | 300.00 | 2.00 | 600.00 |
| | RHB | Email(s) with Ms. Petty; Email(s) with Mr. Oertel; Email(s) with Mr. Pulsifer; Email(s) with Ms. Aguiar; Email(s) with Ms. Casole. | 300.00 | 0.50 | 150.00 |
| | | For Current Services Rendered | | 9.50 | 2,850.00 |

Recapitulation

| Timekeeper | Hours | Rate | Total |
|------------------|-------|----------|----------|
| Robert Benedict | 2.00 | \$300.00 | \$600.00 |
| Robert Berntsson | 7.50 | 300.00 | 2,250.00 |

PREVIOUS BALANCE \$3,525.00

Total Current Work 2,850.00

Payments

Total Payments for 04/30/2026 -3,525.00

Balance Due \$2,850.00

Billing History

| <u>Fees</u> | <u>Hours</u> | <u>Expenses</u> | <u>Advances</u> | <u>Finance Charge</u> | <u>Payments</u> |
|-------------|--------------|-----------------|-----------------|-----------------------|-----------------|
| 179,187.50 | 669.01 | 0.00 | 52.80 | 0.00 | 176,390.30 |

BOARD AGENDA ITEM SUMMARY

5c

MEETING DATE: May 14, 2026

SUBJECT: Oertel, Fernandez, Bryant & Atkinson
Attorney's Invoice dated April 30, 2026

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Lisa Hawkins

DEPARTMENT: Finance

ITEM: Request Board approval for payment of the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated April 30, 2026.

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes no

| | | |
|----------------------------|----|--------------------|
| Amount Budgeted | \$ | 140,000.00 |
| Year to Date Expenditures | \$ | (91 781.40) |
| Total Expenditure Required | \$ | <u>(18,032.60)</u> |
| Remaining in Budget | \$ | 30,186.00 |

MOTION: To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated April 30, 2026, for services rendered concerning the Winchester Ranch Development in the amount of \$18,032.60. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar

Date: April 23, 2026

Approvals:

_____ Administrator

_____ Finance

_____ Operations

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

ATTACHMENTS: Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated April 30, 2026

BOARD AGENDA ITEM SUMMARY

5d

MEETING DATE: May 14, 2026

SUBJECT: Henderson-Franklin Attorney's Invoice dated April 8, 2026

CATEGORY: X Consent

 Discussion

 Action

CONTACT PERSON : Lisa Hawkins

DEPARTMENT : Finance

ITEM: Request Board approval for payment of the Henderson-Franklin Attorney's invoice dated April 8, 2026

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101

Budget Resolution Required: yes X no

| | | |
|----------------------------|----|-------------------|
| Amount Budgeted | \$ | \$5,000.00 |
| Year to Date Expenditures | \$ | (\$3,060.00) |
| Total Expenditure Required | \$ | <u>(\$561.00)</u> |
| Remaining in Budget | \$ | <u>\$1,379.00</u> |

MOTION: To approve the Henderson-Franklin Attorney's invoice dated April 8, 2026, for services rendered in the total amount of \$561.00. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar

Date: April 23, 2026

Approvals:

_____ Administrator

_____ Finance

_____ Operations

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

ATTACHMENTS: The Henderson-Franklin invoice dated April 8, 2026



April 8, 2026

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

Received by EWD
4/17/26 at 11:48am
AA

Attorney: Atwood, Scott E
File No. 22056/9
Invoice No. 837233

Re: Englewood Water District - Miscellaneous Employment Advice

Claim No : PO #60713

Services:

| | | | | |
|----------|--|--------------------------------|------|--------|
| 03/11/26 | Telephone conference with client re: employee issues; review and analyze documents from client re: same; correspondence with Ms. Shaw re: same | Atwood, Scott E Shareholder | 1.10 | 561.00 |
|----------|--|--------------------------------|------|--------|

TIMEKEEPER SUMMARY

| RANK | TIMEKEEPER | HRS. | RATE | AMOUNT |
|--------------------|-----------------|------|--------|---------------|
| Shareholder | Atwood, Scott E | 1.10 | 510.00 | \$561.00 |
| TOTAL FEES: | | | | 561.00 |

Disbursements:

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

TOTAL AMOUNT: \$561.00

CURRENT INVOICE SUMMARY

Summary of Charges Rendered on this Invoice:

| | |
|--|------------------------|
| Current Fees: | 561.00 |
| Current Disbursements: | 0.00 |
| Total Charges for this Invoice: | <u>\$561.00</u> |
| LESS: Trust Funds Applied to this Invoice | -0.00 |
| Balance Due this Invoice | <u>\$561.00</u> |
| Outstanding Accounts Receivable: | <u>\$0.00</u> |
| TOTAL AMOUNT DUE THIS MATTER: | <u>\$561.00</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

FORECAST OVERVIEW

| | Forecast | Budget | Variance | |
|---|----------------------|------------------------|----------------------|--------|
| Revenues | | | | |
| Base Facility Fee | 17,287,537 | 17,336,440 | (48,903) | -0.28% |
| Water Sales / Wastewater Sales | 9,200,482 | 8,526,942 | 673,540 | 8% |
| New Service Charges | 896,376 | 621,894 | 274,482 | 44% |
| Miscellaneous Revenue | 618,164 | 271,000 | 347,164 | 128% |
| Total Revenues | \$ 28,002,559 | \$ 26,756,276 | \$ 1,246,283 | |
| Operating Expense | | | | |
| Personnel | 5,977,296 | 6,347,441 | 370,145 | 6% |
| Lab Testing | 44,450 | 54,336 | 9,886 | 18% |
| Permits | 206,336 | 209,390 | 3,054 | 1% |
| Travel | 20,826 | 20,790 | (36) | 0% |
| Utilities | 1,925,816 | 1,971,977 | 46,160 | 2% |
| Insurance | 590,859 | 623,149 | 32,290 | 5% |
| Repairs & Maintenance | 4,625,424 | 4,671,740 | 46,315 | 1% |
| Gasoline | 139,078 | 130,200 | (8,878) | -7% |
| Meters | 566,209 | 604,600 | 38,391 | 6% |
| Sludge Hauling | 142,755 | 147,244 | 4,489 | 3% |
| Uniforms | 41,480 | 44,290 | 2,810 | 6% |
| Chemicals | 672,675 | 690,000 | 17,325 | 3% |
| Security | 80,073 | 83,850 | 3,777 | 5% |
| Disaster Recovery | - | - | - | |
| Other Operating Charges | 330,055 | 339,562 | 9,508 | 3% |
| Administration | 5,418,750 | 5,620,491 | 201,741 | 4% |
| Lab | 368,261 | 402,564 | 34,303 | 9% |
| Subtotal Operating Expense | \$ 21,150,344 | \$ 21,961,624 | \$ 811,280 | 4% |
| Other Uses | | | | |
| Principal | - | - | - | |
| Interest | - | - | - | |
| Capital Outlay | 918,862 | 942,807 | 23,945 | 3% |
| Capital Improvement | 6,923,000 | 31,001,989 | 24,078,989 | 78% |
| Subtotal Other Uses | \$ 7,841,862 | \$ 31,944,796 | \$ 24,102,934 | |
| Total Expense | \$ 28,992,206 | \$ 53,906,420 | \$ 24,914,214 | |
| Net Surplus/(Deficit) | \$ (989,647) | \$ (27,150,144) | \$ 26,160,497 | |
| Beginning Unrestricted & Restricted Cash | | | | |
| Beginning Unrestricted & Restricted Cash | 24,445,997 | 24,445,997 | - | |
| Add Capacity Fees (restricted) | 6,577,102 | 7,293,552 | (716,450) | |
| Add Grant Revenue | 1,000,000 | 8,500,000 | (7,500,000) | |
| Add Future Funding | - | - | - | |
| Less Deficit | (989,647) | (27,150,144) | 26,160,497 | |
| Ending Reserve Balance | \$ 31,033,452 | \$ 13,089,405 | \$ 17,944,047 | |

Forecasted Revenue Variance Explanations

Below are explanations for variances over 10%.

| Ref # | Account | Amount Changed | Explanation |
|-------|-----------------------|----------------|---|
| 1 | New Service Charges | 274,482 | Favorable variance mainly due to unanticipated development fees for Beachwalk Phases 3A and 3B and Boca Royale East Phase 1B. |
| 2 | Miscellaneous Revenue | 347,164 | Favorable variance due to unbudgeted FEMA proceeds collected in FY26. |

Forecasted Expense Variance by Department

| | Admin | Lab | Production | Distribution | WRF | Collections | Total | |
|-----------------------------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---|
| (Overbudget) / Underbudget | | | | | | | | |
| Personnel | 105,339 | 15,704 | 100,919 | 88,631 | 75,281 | 106,324 | 492,197 | 1 |
| Lab Testing | - | 332 | 8,995 | - | 891 | - | 10,218 | |
| Permits | - | - | 2,854 | - | 200 | - | 3,054 | |
| Travel | 4,360 | - | - | - | - | (36) | 4,324 | |
| Utilities | 3,776 | 2,111 | 24,543 | 663 | 6,349 | 14,605 | 52,047 | 2 |
| Insurance | 4,293 | 88 | 17,531 | 1,835 | 671 | 11,243 | 35,661 | 3 |
| Repairs & Maintenance | (719) | 7,179 | 40,801 | 23,353 | 1,191 | (19,029) | 52,775 | 4 |
| Gasoline | (3,303) | - | 1,528 | 2,860 | (5,865) | (7,400) | (12,181) | |
| Meters | - | - | - | 38,391 | - | - | 38,391 | 5 |
| Sludge Hauling | - | - | - | - | 4,489 | - | 4,489 | |
| Uniforms | (208) | 313 | 926 | 1,136 | 691 | 58 | 2,914 | |
| Chemicals | - | - | 573 | - | 16,752 | - | 17,325 | |
| Security | - | - | - | - | 3,777 | - | 3,777 | |
| Disaster Recovery | - | - | - | - | - | - | - | |
| Other Operating Charges | 88,203 | 8,578 | (4,516) | 11,876 | (864) | 3,011 | 106,289 | 6 |
| Capital Outlay | - | - | 2,574 | 843 | 7,373 | 13,155 | 23,945 | |
| Total Budget variance | \$ 201,741 | \$ 34,303 | \$ 196,727 | \$ 169,587 | \$ 110,936 | \$ 121,930 | \$ 835,225 | |

Forecasted Expense Variance Explanations

Below are variance explanations for any amounts greater than \$25,000.

| Ref # | Account | Variance | Explanation |
|-------|-------------------------|----------|---|
| 1 | Personnel | 492,197 | Favorable – vacancies and lower backfill rates |
| 2 | Utilities | 46,160 | Favorable – FPL increase below 17% budget assumption |
| 3 | Insurance | 35,661 | Favorable – prior-year true-up credit |
| 4 | Repairs & Maintenance | 52,775 | Favorable – mulching performed in-house vs. contracted |
| 5 | Meters | 38,391 | Favorable – fewer meter installs (719 vs. 873) |
| 6 | Other Operating Charges | 106,289 | Favorable – lower GIS migration and IT consulting costs |

BOARD AGENDA ITEM SUMMARY

7a

MEETING DATE: May 14, 2026

SUBJECT: Brenntag – Liquid Chlorine – Extension Agreement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Lisa Hawkins

DEPARTMENT: Finance

ITEM: Brenntag – Liquid Chlorine – Amendment 2

PURPOSE / JUSTIFICATION: This item is for approval of the Second Amendment to the Contract associated with RFB 2022-131, Supply of Liquid Chlorine, awarded to Brenntag Mid-South, Inc. The current contract expired on March 31, 2026. This amendment extends the contract for an additional fifteen (15) months through June 30, 2027, at the current pricing of \$1,854 per ton delivered. Pricing will remain firm and fixed for the duration of the extension. It is estimated that the District will utilize 95 tons of liquid chlorine per fiscal year.

During the District’s last competitive solicitation, Brenntag was the only responsive bidder for the supply of liquid chlorine in one-ton cylinders. As a result, the First Amendment executed in March 2023 extended the contract based on limited supplier availability. These market conditions remain effectively unchanged today, as Brenntag continues to be the only supplier providing this commodity to the District’s service area, at a competitive and reasonable cost. Liquid chlorine is essential for the District’s potable water and wastewater treatment processes and cannot be interrupted.

The District conducted market research to determine whether additional suppliers are available. E-mail communication with an alternate supplier, Allied Universal Corporation, confirmed that service could be provided; however, pricing was quoted at approximately \$3,500 per ton delivered, which is not competitive. Additional review of recent public agency pricing indicates that other entities are currently paying approximately \$1,880–\$2,020 per ton delivered.

Based on this information, the current pricing of \$1,854 per ton is determined to be fair and reasonable. The District has continued to procure limited quantities as necessary to maintain uninterrupted operations pending Board consideration of this amendment. Therefore, it is in the best interest of the District to approve a waiver of competition and authorize execution of the Second Amendment with Brenntag Mid-South, Inc.

MOTION: To approve the Second Amendment to RFB 2022-131 with Brenntag Mid-South, Inc., extending the liquid chlorine contract through June 30, 2027.

Prepared By: Ashley Aguiar

Date: April 28, 2026

Approvals:

 Administrator

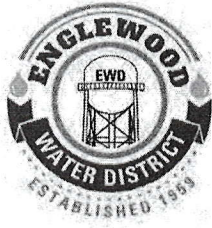
 Finance

 Operations

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

ATTACHMENTS:

- Brenntag Bid (**electronic only**)
- Executed - RFB 2022-131 - Supply of Liquid Chlorine - A1
- Allied E-mail Responses
- RFB 2022-131 - Brenntag - Amendment 2 – Partially Executed



ENGLEWOOD WATER DISTRICT

201 Selma Ave
Englewood, FL 34223
Office: 941-474-3217
Fax: 941-460-1025

NOTICE OF AVAILABILITY

OF

BID SPECIFICATIONS

RFB 2022-131

SUPPLY OF LIQUID CHLORINE

The Englewood Water District (also known as the "District") is requesting sealed bids for the supply of liquid chlorine, for the District's Water & Wastewater Treatment facilities. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Purchasing Manager**, at 201 Selma Avenue, Englewood, FL 34223 by 2:15 p.m. (EST), July 21 (Thu), 2022.

BID OPENING: July 21 (Thu), 2022 at 2:30 p.m. (EST)

**Englewood Water District
201 Selma Ave
Englewood, FL 34223**

Any bids received after the deadline will not be opened and will be returned to the Bidder, if requested, at Bidder's expense. The District will not consider any bids from a Contractor that has been barred from bidding in any public section project in the last three (3) years.

All bids must contain a ***manual signature*** of the authorized representative of the Bidder's company on the Bid Form. The successful Bidder shall have current, applicable licensure to perform the work as described in the Technical Specifications in this bid package.

The bid package and any associated addenda, may be viewed and downloaded from DemandStar or at the District's website. If you have any questions, concerns, or problems accessing the bid package using the link, please contact **Bee Ling Wheaton, Purchasing Manager**, at (941) 460-1014. Request for additional information or clarification regarding the specifications must be sent via email to bwheaton@englewoodwater.com. All questions and clarifications must be submitted via e-mail or facsimile by **4:00 p.m. (EST) on July 15 (Fri), 2022. Verbal requests will not be entertained.**

The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

POSTED ON: July 1, 2022, on www.demandstar.com and in the Purchasing section, at the District's website, www.englewoodwater.com.

STATEMENT OF NON-SUBMITTAL N/A

Please return this form, **only** if you **do not** intend to bid on this service. Please check **any and all** applicable reasons.

We the undersigned have declined to submit a bid on the requested service below,

RFB 2022-131 SUPPLY OF LIQUID CHLORINE

for the following reason(s):

- Insufficient time to respond to the Request for Bid.
- We do not offer the product/service that is requested.
- Does not fit into our schedule.
- Bond/insurance requirements cannot be met.
- Specifications are vague (explain below).
- OTHER (please specify below).

Reasons _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

POSITION: _____

Note: Please e-mail the *Statement of Non-Submittal* to **Bee Ling Wheaton**, Purchasing Manager, bwheaton@englewoodwater.com.

INSTRUCTIONS TO BIDDERS

- 1) **QUALIFICATIONS OF BIDDER:** The District intends to award this Contract to the lowest responsive and responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items/services required under this bid, within a reasonable time frame acceptable to the District. At the discretion of the District, requests may be made to the Bidder to provide information in writing, prior to award of bids, in order to verify any requirements.

- 2) **EXAMINATION OF BID DOCUMENTS/SITE (IF APPLICABLE):** Prior to the submission of a bid, Bidders will carefully examine the Instructions to Bidders, General Provisions, Insurance Requirements, Technical Specifications, and all other related bid documents, including any and all modifications, incorporated into the bid package. They should also fully inform themselves as to all existing conditions and limitations that affect the scope of work performed under this Contract.
The bid package will be posted on www.demandstar.com, and also on the District's website, www.inglewoodwater.com. It is the Bidder's responsibility to view the bid package and download all issued addenda or to contact the District to determine if addenda were issued.

- 3) **ON-SITE PRE-BID MEETING:** **There is no on-site pre-bid meeting.** Please see Delivery section under Technical Specifications. It is solely the Bidder's responsibility to ensure that his/her equipment is compatible with the District's unloading and storage facilities. Visits need to be scheduled 24 hours in advance to view the unloading/storage facilities by contacting Purchasing at (941) 460-1014.

- 4) **CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted in written form by e-mail to **Bee Ling Wheaton**, Purchasing Manager at the District at bwheaton@inglewoodwater.com, requesting interpretation by **4:00 p.m. on July 15 (Fri), 2022.**
Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all interested Bidders. Bidder must acknowledge receipt of any addendum on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. Oral explanations will not be binding. The District will attempt to notify all prospective Bidders of addenda issued to the bid documents; however, it shall be the responsibility of the Bidder, prior to submitting their bid, to contact the District, to determine if any addenda were issued, acknowledging and incorporating said addenda into their bid.

- 5) **MODIFICATION OR WITHDRAWAL OF BIDS:** Bidders may submit an amended bid before the opening of bids. Such amended bids must be a **complete** replacement for a previously submitted bid and must be clearly identified as such, signed by authorized personnel of the Bidder's company.
Bids may only be withdrawn by written request from the Bidder before bid opening. Error or negligence on the part of the Bidder in bid preparation does not constitute the right for withdrawal of the bid after it has been opened.

- 6) **NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the District by e-mail to bwheaton@inglewoodwater.com.

- 7) **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the Instructions to Bidders, General Provisions, Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, General Provisions and then Instructions to Bidders. It is incumbent upon the Bidder to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

- 8) **LIMITATION OF COST:** The Contractor agrees to perform the work specified and complete all obligations under this Contract within the stated amounts.

9) PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

Bid Form: Bids shall be made on forms supplied by the District, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or authorized personnel to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the District.

Bid Bond: (NOT APPLICABLE FOR THIS BID, RFB 2022-131) Each bid must be accompanied by a Bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all Bidders after award of bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the **Englewood Water District**, 201 Selma Ave, Englewood, FL 34223. The envelope/package shall be clearly marked with the Bid Title **RFB 2022-131 Supply of Liquid Chlorine**, Name and Business Address of the Bidder. **One hard copy of the Bid, as well as an electronic copy in PDF format need to be submitted on a USB drive.**

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the bid package.

For your bid to be acceptable, ***all blank spaces*** must be completed as requested. All bids must contain a ***manual*** signature of the authorized representative of the Bidder in the space provided on the Bid Form and all required forms.

Responsibility for getting this bid to the District on or before the specified date and time is solely the responsibility of the Bidder. The District will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be at the District by the date and time specified for opening.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Expenses Incurred in Preparing Bid: The District accepts no responsibility for any expenses incurred by the Bidder in the preparation and submission of a bid. Such expenses shall be borne exclusively by the Bidder.

Bid Corrections & Erasures: Any erasures or other corrections in the bid must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected at the discretion of the District.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder read aloud** within the designated room at the District, during bid opening. It is optional for Bidders and the general public to be present at the bid opening.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their expense. Bid packages will be discarded, unopened, if unclaimed seven (7) calendar days after bid opening. Bids postmarked prior to said date and time but not received on time shall also not be considered and will remain unopened.

10) MULTIPLE BIDS PROHIBITED: Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to the District, that any Bidder has an interest in more than one Bid for the goods and/or services for this solicitation, all Bids in which such Bidder has an interest shall be rejected.

11) DISTRICT RIGHTS: The District reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the District. Also, the District reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the District. If only one response is received, the District has the discretion to accept or reject the bid, depending on available competition and the timely needs of the District. If time is of the essence, the District also reserves the right to negotiate with a vendor if the District

receives a single response, or no responses, to a competitive solicitation, or in the event that the contract is terminated for cause, depending on the urgent needs of the District.

12) REFERENCES: As part of the evaluation process, the District may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. The District has the discretion to determine the Bidder's qualifications. Please provide five (5) professional references for similar work (in size and type) performed/goods supplied, within the past five (5) years, on the provided List of References Form. The District reserves the right to request for additional references if none of the listed references respond. The apparent low bidder may be disqualified, at the discretion of the District should none of the references respond during a reference check.

13) AWARD OF BID: The award shall be given to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the District indicates that the award will be in the best interest of the District. The District reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. In addition, the bid evaluation may consider previous performance, reliability and reference checks. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from bidders.

Errors: For the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the Bid form as submitted by Bidders:

1. Obviously misplaced decimal points will be corrected;
2. In case of discrepancy between unit price and extended price, the unit price will prevail. Apparent errors in extension will be corrected;
3. Apparent errors in addition of lump sum and extended prices will be corrected; and
4. For the purpose of the bid evaluation, the District will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

14) BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted on DemandStar's website at www.demandstar.com as well as the District's website, www.inglewoodwater.com, within thirty (30) days after bid opening or when the District provides notice of a decision or intended decision, whichever is earlier.

15) FORM OF CONTRACT: The Contract documents consist of the Request for Bids, Instructions to Bidders, Insurance Requirements, General Provisions, Technical Specifications, Bid Form, Attachments, Addenda, and all other related documents, including all modifications thereof incorporated in the documents before their execution. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the District's bid package when a purchase order issued by the District is transmitted to successful Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and/or Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

16) NOTICE TO PROCEED/PURCHASE ORDER: After award of bid, a notice to proceed/purchase order shall be issued. Upon receipt of the notice to proceed/purchase order, the successful Bidder shall acknowledge receipt of same by e-mail, shall commence processing the order so that the agreed upon delivery date will be satisfied.

17) PAYMENT: Payment will only be made after goods have been delivered, and upon the inspection and approval of the District. It is the policy of the District that payment for all purchases for goods and services by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

All invoices must reference the associated Purchase Order number before payment can be made. Please e-mail all invoices to apinvoice@englewoodwater.com with copy to Purchasing, bwheaton@englewoodwater.com.

18) NOTICES AND DELIVERY: Any notices or requests made pursuant to the award of the bid shall be in writing and shall be deemed to have been delivered when sent by certified mail, fax or e-mail with delivery receipt (or acknowledgement or confirmation which may be by electronic means).

19) WARRANTY: All warranties express and implied, shall be made available to the District for goods and services covered by this bid package. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the District, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the bid package may supersede the manufacturer's standard warranty.

20) DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical Specifications, if applicable, all equipment, parts, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical Specifications, reference to any equipment, part, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the District the name of the manufacturer, the model number and other identifying data and information necessary to aid in the District in evaluating the substitution. Such substitution shall be subject to District approval. Substitutions shall be approved only if determined by the District to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the District does not approve the substitution.

21) TAXES/FREIGHT: If applicable, the bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the bid package, prices bid shall be F.O.B. Destination. The District is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the District. The District's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the District.

In the event the project is declared a sales tax recovery project by the District, the following procedure shall apply:

- (a) The District shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the District, all purchase orders shall be issued directly from the District;
- (c) The District shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;
- (d) The District shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

22) TERMINATION OF AGREEMENT:

Termination with or without Cause: The District shall have the right to unilaterally cancel, terminate or suspend this agreement, in whole or in part, by providing the Contractor thirty (30) days written notice, by e-mail, fax or certified mail.

Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the District, or failure to make replacements of rejected articles of work when so requested, immediately, or as directed by the District, shall constitute authority for the District to purchase in the open market, goods or services of comparable grade to replace the goods or services rejected, not delivered, or not completed. On all such

purchases, the Contractor shall reimburse the District, within a reasonable time specified by the District, for any expense incurred in excess of the agreement prices.

The District reserves the right to terminate this agreement, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by e-mail, fax or certified letter of the District's intent to terminate. In the event of termination for default, the District may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

If the agreement is terminated for any of the reasons listed, the District reserves the right to award the agreement to the next lowest, qualified Bidder, at the pricing submitted by the other Bidder for this solicitation, with the same terms and conditions.

Termination by Vendor: Contractor shall have the right to terminate services only in the event of the District failing to pay Contractor's properly documented and submitted invoice within sixty (60) calendar days, or if the project is suspended by the District for a period greater than sixty (60) calendar days.

The District reserves the right to immediately terminate and cancel this Contract in the event Vendor shall be placed in either voluntary or involuntary bankruptcy and a Receiver is appointed for the Vendor or an assignment is made for the benefit of creditors.

23) RULES, REGULATIONS AND LICENSES: The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of goods and/or services specified in this bid package. It shall be the responsibility of the Contractor to ensure compliance with OSHA, EPA, and/or other local, federal, or State of Florida rules, regulations or other requirements, as applicable.

24) PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this bid which the Bidder considers proprietary or confidential. The submission of any information to the District in connection with this bid package shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

25) MAINTENANCE OF RECORDS: The Contractor shall maintain books, records, and other documents pertaining to, or connected with this contract. All records will be made available and accessible at the Contractor's offices for the purpose of inspection, audit and copying during normal business hours by the District, or any of its authorized representatives. Retention time for these records shall be for a minimum of five (5) years after the conclusion of this agreement.

26) CODE OF ETHICS: With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the District.

27) COLLUSION: By submitting this bid, the Bidder certifies that he/she has not divulged to, discussed with or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor; any prices and/or data bid for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.

28) PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to a public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the District due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

29) DRUG FREE WORKPLACE PREFERENCE: The District has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the District's workplace.

The District requests that the attached Drug Free Workplace Form accompany the bid response. This form has been adopted by the District in accordance with the Drug Free Workplace Act. The District will not disqualify any Bidder who does not sign the form. The Drug Free Workplace Form is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the form.

30) INDEPENDENT CONTRACTOR: The Contractor shall legally be considered an independent contractor and neither the Contractor or any of its employees shall, under any circumstances be considered employees or agents of the District. The District shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, employees or its agents. The District shall not withhold from the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the District shall not provide to the Contractor any insurance coverage, or other benefits, including workers' compensation, normally provided by the District for its employees.

31) SUBCONTRACTING: The Contractor agrees that he/she is as fully responsible to the District for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the District.

32) MODIFICATION OF CONTRACT: Any Contract resulting from this bid package may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable District procedures.

33) AUTHORITY OF THE DISTRICT: It is agreed by the parties hereto that the District shall decide all questions and disputes which may arise relative to the interpretation to the Technical Specifications and fulfillment of the Contract.

The District shall determine the quality and acceptability of goods supplied relative to the Technical Specifications.

34) SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this bid package and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the vendor from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

35) CONFLICTS OF INTEREST – DISTRICT OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the District to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the District, they shall seek a conflict of interest opinion from the Administrator or his/her designated representative prior to submittal of a response.

36) TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The District shall exercise its rights under this "Certificate" within one (1) year following payment.

37) STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

38) PERFORMANCE EVALUATION: At the end of the Contract, the District may evaluate the successful Bidder's performance. This evaluation may become public record.

39) NON-EXCLUSIVE CONTRACT: Award of this Contract shall not require the District to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The District reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the District.

40) CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any board member of the District, or any District staff member other than the Authorized Contact Persons, identified in this Bid package regarding this solicitation package, Bidder's submittal package, the District's Intent to Award, or the District's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

41) CONTRACTING WITH DISTRICT EMPLOYEES OR BOARD MEMBERS: Any District employee, Board member or member of his or her immediate family seeking to Contract with the District shall seek a conflict of interest opinion from the Administrator or their designated representative prior to submittal of a response or application of any type to Contract with the District. The affected employee or Board member shall disclose his or her assigned function within the District and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, And Local Government Attorneys controls contracting with the District's employees or board members, and provides as follows:

(12) EXEMPTION --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its

principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

42) DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.071(1)(b)(2), all bid documents are exempt from public record until such time as the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

Per F.S. §119.07, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District for the service to be performed.
- (b) Provide the public with access to public records at the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

43) FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

44) GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

45) VENDOR PROTEST: The Bidder must submit a notice of protest in writing to the Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the bid number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

The protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting bidder. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

46) AUDIT: The District shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

47) UNAUTHORIZED ALIEN WORKERS: The District will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The District shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation

by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the District.

48) E-VERIFY: The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract and shall expressly require any subcontractors (if contract permits subcontracting), performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility for all new employees hired by the subcontractor during the contract term. It is the successful Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations, as required by the U.S. Department of Homeland Security. The District shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

49) NON-DISCRIMINATION: The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

50) EQUAL EMPLOYMENT OPPORTUNITY: The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

INSURANCE REQUIREMENTS

The successful Bidder shall be required to supply, at their cost, insurance coverage per the District's requirements below. Vendor shall procure and maintain the insurance listed below, during the term of the Contract and any of its extensions including any warranty periods covered under this Contract. No changes are to be made to these requirements without prior written specific approval by the District. The vendor is fully responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract. Prior to the commencement of work pertaining to this Contract, the Vendor shall provide to the District, certificates of insurance with coverage not less than the indicated limits of liability, with any required endorsements.

- a) **Workers Compensation**: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease. If the Contractor has no employees, he must submit to the District, the Workers' Compensation Exemption from the State of Florida.
- b) **Commercial General Liability**: Policy shall include bodily injury, personal injury, property damage, pollution liability, and broad form contractual liability. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- c) **Automobile Liability**: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident, and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
- d) **Additional Insured**: The District is to be named additional insured on the Commercial General Liability Policy, as well as the Automobile Liability Policy. All certificates of insurance must be provided to and approved by the District before commencement of any work related to this Contract

The Contractor's insurance will be the primary insurance for any loss regardless of any insurance maintained by the District. The Contractor is responsible for all insurance policy premiums, deductibles, or self-insured retentions or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the District is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the District.

If any of the above policies do not comply with the requirements, is not procured, or is cancelled and not replaced, the District has the right to terminate the Contract.

WAIVER OF SUBROGATION RIGHTS

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement, agree to waive all rights of subrogation against the District, its board members, officers, and employees, and the District's insurance carriers, for losses paid under the terms of these insurance policies that arise from the contractual relationship or work performed by the Vendor for the District. Vendor will obtain any endorsements necessary to implement this waiver of subrogation. Additionally, the Vendor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the District and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Vendor or its agents may be responsible for.

OTHER INSURANCE REQUIREMENTS

- a) Insurance requirements required of the Vendor, shall also be applicable to any subcontractors (if permitted), utilized by the Vendor, to cover work performed under this Contract. The Vendor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- b) Each insurance policy required by this Contract shall:
 - i) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
 - ii) Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Vendor is to notify the District by written notice via certified mail, return receipt requested.
- c) The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d) The procuring of required policies of insurance shall not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor's liability for indemnity of the District shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Vendor and its carrier.
- e) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the District as soon as practicable after notice has been given to the Insured.

STANDARD INDEMNIFICATION

The Contractor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the District, its board members, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless the District, and its board members, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Contractor's products by the District or any of its commissioners, agents, employees, and assigns, or to the operation or use of Contractor's products by the District or any of its board members, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the District shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the mailing address provided on the Bid Submittal Signature Form. Notification may also be provided by e-mail (with receipt of delivery) or fax transmission to the number provided in the same form.

The District shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the District and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

TECHNICAL SPECIFICATIONS

PURPOSE: It is the intent of the Englewood Water District (also known as the "District") to purchase, on an as-needed basis, liquid chlorine, for the use by the water and wastewater treatment facilities, per the specifications set herein. Deliveries will be made to the **Water Treatment Plant at 201 Selma Avenue, Englewood, FL 34223** or to the **Wastewater Treatment Plant at 140 Telman Rd, Rotonda, FL 33947**.

STANDARDS: The Bidder will comply with any Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), National Safety Foundation (NSF) and other Federal, State, and/or local rules, regulations, or other requirements, as each may apply. Where AWWA Standards are applicable to any chemical listed herein, the same shall be in compliance with the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know-Law, mandates on-site Material Safety Data Sheets (MSDS) for all toxic substances.

OCCUPATIONAL HEALTH & SAFETY: In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid, must be accompanied by a Safety Data Sheet ("SDS"), which may be obtained by the manufacturer. The SDS must include the following information:

- a) The chemical name and the common name of the toxic substance;
- b) The hazards or other risks in the use of the toxic substance including:
 - i) The potential for fire, explosion, corrosivity and reactivity;
 - ii) The known acute and chronic health effects of risk from exposure including the medical condition which are generally recognized as being aggravated by exposure to the toxic substance; and
 - iii) The primary routes of entry and symptoms of over exposure.
- c) The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure;
- d) The emergency procedure for spills, fire, disposal and first aid;
- e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading the information; and
- f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All Bidders are required to submit the MSDS with their Bid Forms.

TERM OF CONTRACT/BID PRICES: The term of the contract will be from **October 1, 2022** for a year, if the base bid is selected, six (6) months with the option to renew a further six (6) months at the same pricing if Alternate Bid 1 is chosen, or four (4) months with the option to renew for 2 x 4 month periods at the same pricing if Alternate Bid 2 is selected by the District. Any renewals will be by mutual, written consent. Bidders shall bid unit prices, F.O.B. destination. The prices bid shall be considered firm for the duration of the contract term.

Bid pricing will be used for payment, and will include payment in full for transportation, labor, materials, consumables, equipment and any incidentals used in delivering supplies and materials to the point of delivery.

Cylinders required for material to be supplied in this bid, will be provided, on a loan basis, at no additional cost to the District. The District will not pay a cylinder or container fee for late returns.

BID AWARD: The District retains the right to award the bid to the lowest responsive, responsible Bidder, in the base bid, Alternate Bid 1 or Alternate Bid 2.

TRANSITIONAL PERIOD: When services are terminated by contract expiration and no new contract exists, it shall be incumbent upon the Contractor to continue to provide supplies/service until a new contract can be completely operational. At no time shall this service extend more than sixty (60) days beyond the expiration date of the existing

contract without the mutual consent of the District and Contractor. The Contractor will be reimbursed for this supply/service at the contract rate schedule.

DELIVERY: All deliveries will be made during regular office business hours of 7:00 a.m. and 4:00 p.m. Mondays through Fridays, excluding holidays recognized by the District, unless prior arrangement has been made with individual facilities.

Deliveries will be made either to the **Water Treatment Plant at 201 Selma Avenue, Englewood, FL 34223** or to the **Wastewater Treatment Plant at 140 Telman Rd, Rotonda, FL 33947** within three (3) business days after a phone order has been placed. Minimum delivery shall be three (3) cylinders. If the delivery is not made within the stated timeline above, the District reserves the right to procure from alternate sources and hold the Bidder liable for the difference in cost between the awarded bid price and the cost of the required purchase from the alternate source.

No additional delivery charges may be imposed for additional delivery attempts resulting from the successful Bidder's failure to make contact with the representative at the delivery site.

The Bidder is advised to visit each delivery point without inconvenience to the District, to ensure that his/her equipment is compatible with the District's unloading and storage facilities. The Bidder must have a crane (cherry picker) to unload and load cylinders from a standard loading dock. The crane must be in good working order and the hydraulic system shall be free from leaks. One (1) ton containers are not to be rolled off trucks. It will be the responsibility of the Contractor to off load chlorine containers from the delivery vehicle to the loading dock or container storage area. No additional charges may be made to the District for any modifications needed to off-load and place cylinders in storage.

The Contractor shall be solely responsible for container leaks, clean up and related damage due to Contractor's negligence at no cost to the District.

EMERGENCY DELIVERY: The Contractor shall provide emergency telephone numbers and shall be able to make deliveries under emergency situations, to either facility within twenty (24) hours of notification.

QUANTITIES: The quantities provided on the Bid Form are only an estimate. The actual quantities will vary according to the needs of the District. The District will only be obligated to pay for actual quantities of chlorine ordered and received by authorized District employees.

DAMAGES: Any damage caused by the Bidder to any structure, equipment and/or components, in the delivery process, will be the responsibility of the Bidder to repair to the satisfaction of the District.

REFERENCES: The Bidder will provide five (5) references within the State of Florida, in the past five (5) years, that can be used to verify the service provided/product identified in this solicitation. The District may request additional references if references provided by the Bidder are non-responsive. Failure of Bidder to provide responsive references may result in disqualification of the Bid.

EMERGENCY PLAN OF ACTION: The Contractor shall also include an emergency spill response plan with the appropriate emergency response personnel names and telephone contact number (24-hour contact numbers) within thirty (30) calendar days of award. In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be included by the Contractor. This section in no way relieves the Contractor of their responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment, or method of delivery Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986. 42 U.S.C.S. 11001 et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and

Regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold the District harmless for any failure to properly report and/or comply with this provision.

SAFE HANDLING TRAINING: The Awardee shall coordinate, schedule and provide an appropriate safe handling training course onsite for Liquid/Gas Chlorine, at the main facility located at 201 Selma Ave, Englewood, FL 34223. It is anticipated that two (2) sessions of training for all current Water and Wastewater Departments operations personnel may be needed yearly. Training shall include, but not limited to, the hazards of chlorine, characteristics of chlorine, emergency response, leak repairs and hands-on proper handling of chlorine. Written materials shall be left for reference for future training and become the property of the District at no additional charge. Technical assistance, if required, shall also be made available to the District at no additional cost.

REJECTION OF CYLINDERS: Cylinders shall be rejected at the time of delivery or any time after delivery, if they fail to meet any of the requirements of the Specification. In the event that cylinders are rejected at the time of delivery or any time after delivery, upon notification to the Contractor, the Contractor shall be required to ship a replacement at no expense to the District's affected location within forty eight (48) hours at no extra charge to the District. Failure to provide a replacement product that meets the Specification within the specified time period will constitute as failure to comply with the delivery requirements set forth in this document.

It is the District's intent to purchase liquid chlorine from a source that will provide prompt and convenient shipment and service. Failure to comply with the terms and/or conditions of the contract shall be reason for termination of contract. The District reserves the right to cancel any resulting contract upon thirty (30) days' notice. If delivery requirements cannot be fulfilled by Bidder, the District retains the right to cancel the order and make such purchase on the open market.

SPECIFICATIONS FOR LIQUID CHLORINE

1. Liquid Chlorine supplied shall conform to all applicable American Water Works Association/American National Standards Institute/National Sanitation Foundation (AWWA/ANSI/NSF) Standards, latest revisions, including ANSI/AWWA Standard Number B301-2018 or newer, and NSF Standard 60.
2. The Liquid Chlorine supplied under this specification shall contain no soluble mineral or organic water in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated with the Liquid Chlorine.
3. The Liquid Chlorine supplied shall be dry chlorine. Moisture content shall not exceed 150 mg/l (0.015 percent) by weight.
4. The sum of all heavy metals present in the Liquid Chlorine shall not exceed 30 mg/l (0.003 percent) expressed by Lead.
5. Mercury shall not exceed 1 mg/l (0.0001 percent) reported as Mercury.
6. Arsenic shall not exceed 3 mg/l (0.0003 percent) reported as Metallic Arsenic.
7. The total non-volatile residue shall not exceed 50 mg/l (0.005 percent) by weight in Liquid Chlorine as loaded by the manufacturer into tank cars or chlorine tank trucks and shall not exceed 150 mg/l (0.015 percent) by weight in Liquid Chlorine as loaded into one (1) ton cylinders.
8. Carbon Tetrachloride shall not exceed 100 mg/l (0.010 percent) in the Liquid Chlorine supplied.
9. Trihalomethanes (THM) shall not exceed 300 mg/l (0.030 percent).
10. Liquid Chlorine supplied under this specification shall be 99.5 percent pure by volume, as a minimum, as determined by analyzing the chlorine using AWWA, ASTM, Food Chemical Codex or other approved methods.

NSF CERTIFICATION REQUIREMENT: The Awardee shall provide proof with its bid submittal that the Liquid Chlorine to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60.

CHLORINE CYLINDERS, PACKAGING AND VALVE RECONDITIONING REQUIREMENTS AND STANDARDS:

1. Contractor shall furnish one (1) ton cylinders in accordance with specifications of the state of Florida and US DOT for use in packaging, delivery, and furnishing of chlorine. All cylinders shall be tested and serviceable in accordance with standards, recommended practices and procedures of the Chlorine Institute's Manual, latest revision. All cylinder testing and certifications shall be labeled on the cylinders and test reports shall be provided, if requested.
2. Contractor shall, at a minimum, perform the following activities to assure safety, serviceability, and filling of the chlorine cylinders:
 - i. All cylinder valves shall be serviced in accordance with Chlorine Institute guidelines and procedural requirements before filling cylinders;
 - ii. All cylinder interiors must be visually inspected and cleaned in accordance with Chlorine Institute guidelines and procedural requirements. Loose scale shall be removed accordingly before the filling process;
 - iii. All cylinder exteriors should be cleaned, painted and free of excess paint scale build-up or rust;
 - iv. All cylinder valves must be removed prior to refilling and a new or rebuilt valve inserted, and must be able to be opened with reasonable ease using a standard chlorine valve wrench (3/8" square box wrench with an overall length no greater than 6", valves must not be misaligned and stems must not be loose;
 - v. All cylinders must be shipped with the valve protection covers secured;
 - vi. All chlorine must be filtered with a removal rating of 18 to 20 microns absolute; 5 microns nominal during packaging so as to prevent end-user system components issues; and
 - vii. Each cylinder shall be stamped or marked with current Tare Weight prior to filling.
3. Contractor must provide two (2) lead washers per cylinder. Lead washers must not be fixed to cylinders using wire cuts into the washer. Contractor must carry extra washers and have these available upon request.

OTHER SAFETY REQUIREMENTS: The Contractor must demonstrate, if requested by the District, an active chlorine safety program from plant facilities to delivery points including:

1. Cylinder Inspection Program;
2. Cylinder Valve Reconditioning Program;
3. Fusible Plug Replacement Program;
4. Chlorine leak emergency response team;
5. Driver training in safe chlorine handling procedures; and
6. Routine safety inspection of delivery truck.

BID FORM

Please Complete Base Bid and Alternate Bids.

Base Bid: 1 year contract at a firm, fixed price.

| ITEM | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (\$) | EXTENDED PRICE (\$) |
|-----------------------|-----------------|--------------------|-----------------|---------------------|
| Liquid Chlorine (FOB) | Ton | 100 | No Bid | No Bid |
| BID TOTAL (\$) | | | | No Bid |

N/A

(Total bid written in words)

Dollars

Alternate Bid 1: 6-month contract at a firm, fixed price, with option to renew for a further 6 months.

| ITEM | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (\$) | EXTENDED PRICE (\$) |
|-----------------------|-----------------|--------------------|-----------------|---------------------|
| Liquid Chlorine (FOB) | Ton | 50 | \$2,263.00 | \$113,150.00 |
| BID TOTAL (\$) | | | | \$113,150.00 |

One Hundred Thirteen Thousand One Hundred Fifty

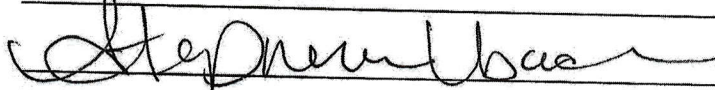
(Total bid written in words)

Dollars

Name of Bidder's Company

Brenntag Mid-South, Inc.

Signature of Authorized Personnel



Print Name

Stephanie Ubach

Title

Municipal Bid Manager

Date Submitted

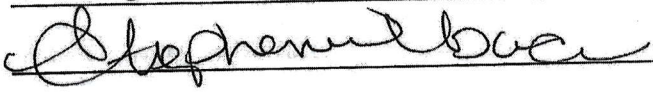
7/13/22

ALTERNATE BID 2 IS ON THE FOLLOWING PAGE.

Alternate Bid 2: 4-month contract at a firm, fixed price, with option to renew for 2 x 4-month periods.

| ITEM | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (\$) | EXTENDED PRICE (\$) |
|-----------------------|-----------------|--------------------|-----------------|---------------------|
| Liquid Chlorine (FOB) | Ton | 34 | \$1,963.00 | \$66,742.00 |
| BID TOTAL (\$) | | | | \$66,742.00 |

Sixty Six thousand Seven Hundred Forty Two Dollars
(Total bid written in words)

Name of Bidder's Company Brenntag Mid-South, Inc.
Signature of Authorized Personnel 
Print Name Stephanie Ubach
Title Municipal Bid Manager
Date Submitted 7/13/22

BID CHECKLIST

The undersigned, as Bidder declares that he/she has read the Bid Documents comprising of Request for Bids, Instructions to Bidders, Insurance Requirements, General Provisions, Technical Specifications, and other related documents included in this bid package for **RFB 2022-131 Supply of Liquid Chlorine**, and agrees to provide services as specified in the Bid Documents, in accordance to the price submitted in the Bid Form.

The Bid Documents, as listed above, are incorporated into the Bid Form and shall be defined as contract documents.

A) SUBMITTED DOCUMENTATION

Please indicate below, signed and completed documentation that have been included with your bid:

- Bid Form
- References List
- Conflict of Interest Form
- Non-Collusive Affidavit
- Drug Free Workplace Form
- Public Entity Crime Information Form
- Statement of Organization Form
(Bidder must submit proof that the company is authorized to conduct business in the State of Florida, and currently has an active status. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing you company as eligible to conduct business in the State of Florida. Please refer to www.sunbiz.org for more information. For companies registered outside of Florida, bidder must also submit proof that their firm name is registered with their state or origin.)
- Vendor's Certification for E-Verify System
- MSDS Sheet
- NSF Certification
- Proof of Insurance

B) ADDENDUM ACKNOWLEDGMENT (IF APPLICABLE)

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been incorporated into the Bid total.

Addendum No. / Dated Addendum No. Dated
Addendum No. / Dated Addendum No. Dated

C) INSURANCE REQUIREMENTS

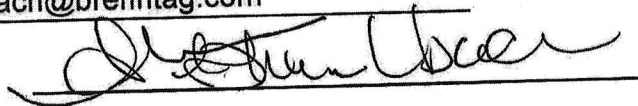
The Bidder certifies that he/she has reviewed and is able to meet all the insurance requirements, and if awarded the Contract, will list the District as Additional Insured on the insurance certificate(s) per bid requirements and forward the insurance certificate(s) to Purchasing, before commencement of any work or within ten (10) days of Contract award, whichever is earlier.

D) REVIEW FOR ACCURACY

The Bidder also acknowledges that all prices have been reviewed for accuracy, all price corrections initialed, all price extensions and totals have been thoroughly examined. By signing this Bid Form, the Bidder guarantees that he/she will not withdraw the submitted bid for a period of ninety (90) days after the scheduled time for bid opening.

E) DECLARATION OF EXEMPTION FROM PUBLIC RECORD

In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public record until such a time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, whichever is earlier. Bid results will be posted on DemandStar, as well as on the District's website. No information regarding the submittal will be divulged over the phone.

Name of Bidder's Company: Brenntag Mid-South, Inc.
Mailing Address: 250 Central Florida Parkway Orlando FL 32824
Physical Address: 250 Central Florida Parkway
City & State: Orlando FL Zip: 32824
Telephone: 800-876-1727 Fax: Go Green
E-mail: subach@brenntag.com
Signature of Authorized Personnel: 
Print Name: Stephanie Ubach
Title: Municipal Bid Manager
Date: 7/13/22

PLEASE RETURN FORM IF SUBMITTING A BID.

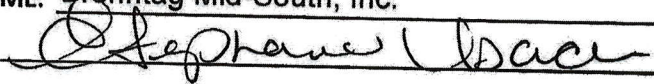
REFERENCES/CLIENT LISTING: Provide five (5) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: City of Vero Beach
Address: 2515 Airport N Drive
City: Vero Beach State Florida Zip Code 32960
Name of Contact Person: Jeff Howard-Operations/Plant Mgr Title: _____
Telephone# 772-978-5270 Fax: Go Green E-Mail: jhoward@covb.org
Contract Period: 2020 - Current
Type of Service/Material Supplied: Chlorine Tons, Bulk Caustic
Governmental or Private: Government Dollar Value of Contract \$ 300K+

2. Company/Entity Name: City of Deland
Address: 120 S. Florida Avenue
City: Deland State Florida Zip Code 32720
Name of Contact Person: Sandra Karlovich Title: _____
Telephone# 386-626-7252 Fax: Go Green E-Mail: karlovichs@deland.org
Contract Period: 1991 - Current
Type of Service/Material Supplied: Chlorine Tons, SO2 Tons
Governmental or Private: Government Dollar Value of Contract \$ 90K+

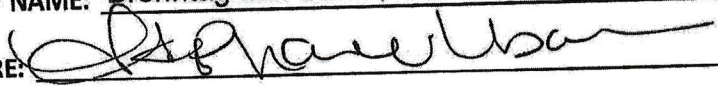
3. Company/Entity Name: City of Pt St Lucie
Address: 121 SE Port St Lucie Blvd
City: Pt St Lucie State Florida Zip Code 34984
Name of Contact Person: Jason Bezak Title: Procurement
Telephone# 772-871-5223 Fax: Go Green E-Mail: jbezak@cityofpsl.com
Contract Period: 2010 - Current
Type of Service/Material Supplied: Chlorine Tons, Caustic Bulk, Bleach Bulk
Governmental or Private: Government Dollar Value of Contract \$ _____

COMPANY NAME: Brenntag Mid-South, Inc.

SIGNATURE: 

4. Company/Entity Name: City of Orlando
Address: 400 S Orange Avenue
City: Orlando State Florida Zip Code 32801
Name of Contact Person: Javarie McDonald Title: Procurement Technician
Telephone# 407-246-2364 Fax: Go Green E-Mail: javarie.mcdonald@orlando.gov
Contract Period: 2015 - Current
Type of Service/Material Supplied: Chlorine Tons
Governmental or Private: Government Dollar Value of Contract \$ 900K+

5. Company/Entity Name: City of St Pete
Address: 1450 16th Street N
City: St. Petersburg State Florida Zip Code 33731
Name of Contact Person: Wanda Title: Director
Telephone# 813-892-5070 Fax: Go Green E-Mail: _____
Contract Period: 2018 - Current
Type of Service/Material Supplied: Chlorine Tons, Caustic Bulk
Governmental or Private: Government Dollar Value of Contract \$ 400K+

COMPANY NAME: Brenntag Mid-South, Inc.
SIGNATURE: 

STATEMENT OF ORGANIZATION

Name of Business: Brenntag Mid-South, Inc.

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): Corporation

Business Address: 1405 Highway 136 West Henderson KY 42419

Mailing Address (if applicable): 250 Central Florida Parkway Orlando FL 32824-7601

Phone: 270-855-0694 Fax: Go Green

E-Mail: subach@brenntag.com

Name/Title of person authorized to bind: Ray Sibbitt - Director of Mini Bulk/Municipal Bids

Signature: [Handwritten Signature]

Are you registered with the State of Florida Department of State? Yes or No

If yes, what is your document number? 823462

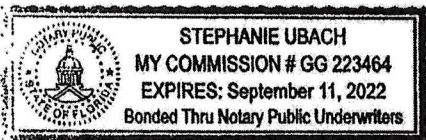
Does your company currently have an active registration status? Yes

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 13 day of July, 2022, by Ray Sibbitt who

is personally known to me or has produced his/her driver's license as identification.



[Handwritten Signature]

Notary Public - State of Florida

Print Name: Stephanie Ubach

Commission No: GG223464

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of thirty (36) months from the date of being placed on the convicted vendor list.

I, Ray Sibbitt, being an authorized representative of the Respondent, Brenntag Mid-South, Inc., located at 250 Central Florida Parkway

City: Orlando State: FL Zip Code: 32824, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: [Signature] Date: 7/13/22

Telephone #: 270-855-0694 Fax #: Go Green

Federal ID #: 61-0504545

Signed, sealed and delivered this 13 day of July, 2022

By: [Signature]

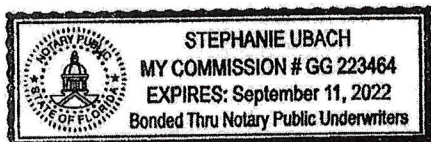
Ray Sibbitt (Printed Name)

Director of Mini Bulk/Municipal Bids(Title)

State of Florida
County of Orange

Sworn to and subscribed before me this 13 day of July, 20 22, by Ray Sibbitt who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:



[Signature]
Notary Public - State of Florida
Print Name: Stephanie Ubach
Commission No: GG223464

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Orange

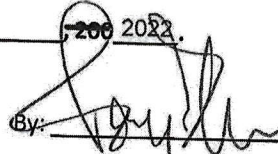
Before me, the undersigned authority, personally appeared:

Ray Sibbitt

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

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

Signed, sealed and delivered this 13 day of July, ~~200~~ 2022.

By: 

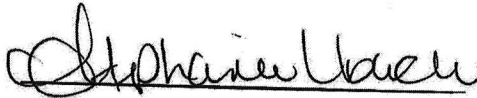
Printed Name: Ray Sibbitt

Title: Director of Mini Bulk/Municipal Bids

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 13 day of July, 20 22, by Ray Sibbitt who is personally known to me or has produced his/her driver's license as identification.

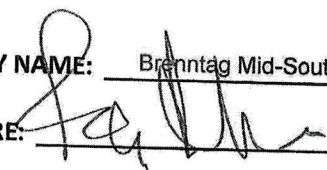


Notary Public - State of Florida

Print Name: Stephanie Ubach

Commission No: GG223464

COMPANY NAME: Brenntag Mid-South, Inc.

SIGNATURE: 

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that

Brenntag Mid-South, Inc.

(Company Name) does:

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

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

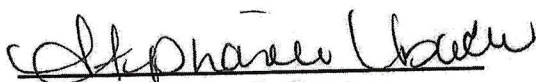
Check one:



As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.



As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Authorized Personnel's Signature

July 13, 2022

Date

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the District
_____ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the District
Name: _____
- An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the District
Name: _____
- None of The Above

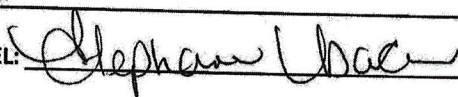
PART II.

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

COMPANY: Brenntag Mid-South, Inc.

SIGNATURE OF AUTHORIZED PERSONNEL: 

PRINT NAME: Stephanie Ubach

POSITION: Municipal Bid Manager

DATE: 7/13/22

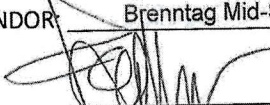
VENDOR CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF Florida
COUNTY OF Orange

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District to provide labor, supplies, or services to the District in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify system of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.
3. If the Vendor becomes the successful contractor who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. State. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 U.S. Code, Section 1324(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the District's termination of the contract and other penalties as provided by law.

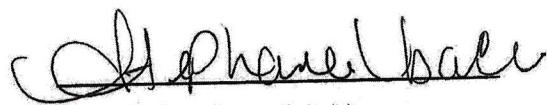
VENDOR Brenntag Mid-South, Inc. (Vendor's Company Name)

 (Vendor Signature)

Ray Sibbitt (Printed Name)

Director of Municipal Development (Title)

Sworn to and subscribed before me this 13 day of July, 20 22, by Ray Sibbitt who
 is personally known to me or has produced his/her driver's license as identification.



Notary Public - State of Florida


Print Name: Stephanie Ubach

Commission No: GG223464

MEMORANDUM

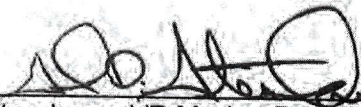
TO: To Whom It May Concern
FROM: JT Hill
DATE: May 3, 2022
SUBJECT: Authority to Sign

This is to advise that Ray Sibbitt, in his capacity as Director Mini Bulk/Municipal Bids, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



John T. Hill, President
Brenntag Essentials Mid-South

Seal

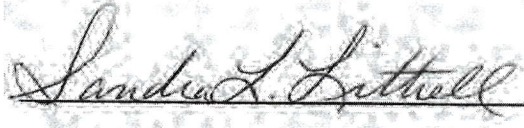


Gil Steadman, VP Market Development
Brenntag Essentials North America

STATE OF KENTUCKY

COUNTY OF HENDERSON

Subscribed and sworn to before me by John T. Hill, personally known to me, on this the 12 day of May, 2022.



Sandra Littrell, Notary Public

My Commission Expires: 1/22/26


Brenntag Mid-South, Inc.
1405 Highway 136 West (42420)
PO Box 20
Henderson, KY 42419-0020

Sandra L. Littrell
Notary Public, KY State at Large
KYNP # 42481
My Commission Expires: 1/22/26

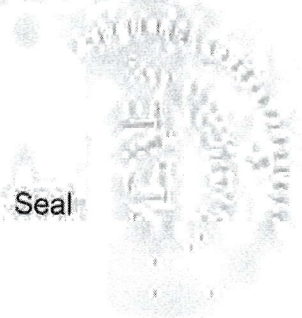
MEMORANDUM

TO: To Whom It May Concern
FROM: JT Hill
DATE: May 3, 2022
SUBJECT: Authority to Sign


This is to advise that Stephanie Ubach, in her capacity as Municipal Bid Manager, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.



John T. Hill, President
Brenntag Essentials Mid-South



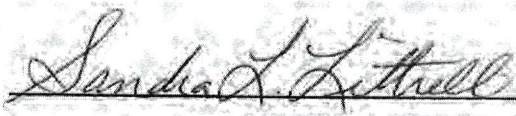
Seal



Gil Steadman, VP Market Development
Brenntag Essentials North America

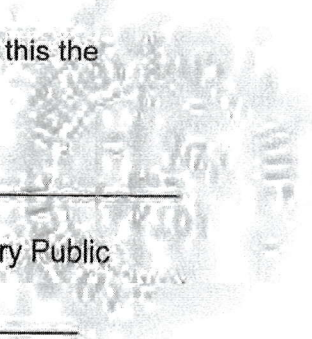
State of Kentucky
County of Henderson

Subscribed and sworn to before me by John T. Hill, personally known to me, on this the 12 day of May, 2022.



Sandra Littrell, Notary Public

My Commission Expires: 1/22/24



Brenntag Mid-South, Inc.
1405 Highway 136 West (42420)
PO Box 20
Henderson, KY 42419-0020

Sandra L. Littrell
Notary Public, KY State at Large
KYNP # 42481
My Commission Expires: 1/22/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|------------------------------|-------------------|
| PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 CN101263979-ALL-GAW-22-23 | CONTACT NAME: ... | FAX |
| | PHONE (A/C, No, Ext): | (A/C, No): |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Insurance Company Of The State Of PA | | 19429 |
| INSURER B : ACE American Insurance Company | | 22667 |
| INSURER C : Indemnity Insurance Company of North America | | 43575 |
| INSURER D : ACE Fire Underwriters Insurance Company | | 20702 |
| INSURER E : | | |
| INSURER F : | | |


COVERAGES **CERTIFICATE NUMBER:** CLE-006332454-11 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> FIVE <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | GL6634468 | 01/01/2022 | 01/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISAH25553962 | 01/01/2022 | 01/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | <input checked="" type="checkbox"/> 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 | WLRC68926439 (AOS) WLRC68926476 (CA, MA) SCFC68926518 (WI) | 01/01/2022 | 01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Supply of Liquid Chlorine Contract 2018-112 ; 140 Telman Road Placida FL 33947; 201 Selma Ave Englewood FL 34223; 13400 Haligan Way Englewood FL 34223

Englewood Water District is included as Additional Insured except for Workers Compensation, where required by written contract. Where required by written contract this insurance is primary and non-contributory over any existing insurance and it is limited to liability arising out of the operations of the named insured and is subject to policy terms. Waiver of Subrogation is applicable where required by written contract.

| | |
|--|---|
| CERTIFICATE HOLDER Englewood Water District Procurement & Contract Specialist 201 Selma Ave Englewood, FL 34223 | 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  |
|--|---|

1. Identification

Other means of identification None known.
Product identifier **CHLORINE (WITH NEW VALVE)**
Other means of identification
CAS number 7782-50-5
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Mid-South, Inc.
Address 1405 Highway 136, West
Henderson, KY 42420
Telephone 270-830-1222
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Oxidizing gases Category 1
Gases under pressure Liquefied gas
Health hazards Acute toxicity, inhalation Category 2
Skin corrosion/irritation Category 1
Serious eye damage/eye irritation Category 1
Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Specific target organ toxicity, repeated exposure Category 2
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements



Signal word Danger
Hazard statement May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Causes serious eye damage. Fatal if inhaled. May cause respiratory irritation. May cause damage to organs through prolonged or repeated exposure.
Precautionary statement
Prevention Keep/Store away from clothing and other combustible materials. Keep reduction valves/valves and fittings free from oil and grease. Do not breathe vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. Wear respiratory protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Specific treatment is urgent (see this label). Wash contaminated clothing before reuse. In case of fire: Stop leak if safe to do so.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight. Store in a well-ventilated place.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information 100% of the substance consists of component(s) of unknown acute oral toxicity. 100% of the substance consists of component(s) of unknown acute dermal toxicity.

3. Composition/information on ingredients

Substances

| Chemical name | Common name and synonyms | CAS number | % |
|---------------|--------------------------|------------|-----|
| CHLORINE | | 7782-50-5 | 100 |

4. First-aid measures

| | |
|---|---|
| Inhalation | Remove victim to fresh air and keep at rest in a position comfortable for breathing. Oxygen or artificial respiration if needed. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately. |
| Skin contact | Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. |
| Eye contact | Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. |
| Ingestion | Not likely, due to the form of the product. Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. |
| Most important symptoms/effects, acute and delayed | Headache. Dizziness. Nausea, vomiting. Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Coughing. Prolonged exposure may cause chronic effects. |
| Indication of immediate medical attention and special treatment needed | Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed. |
| General information | If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. |

5. Fire-fighting measures

| | |
|--|---|
| Suitable extinguishing media | Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). |
| Unsuitable extinguishing media | Do not use water jet as an extinguisher, as this will spread the fire. |
| Specific hazards arising from the chemical | Greatly increases the burning rate of combustible materials. Containers may explode when heated. During fire, gases hazardous to health may be formed. |
| Special protective equipment and precautions for firefighters | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. |
| Fire fighting equipment/instructions | Allow gas to burn if flow cannot be shut off immediately. Apply water from safe distance to cool container and protect surrounding area. In case of fire: Stop leak if safe to do so. Do not move cargo or vehicle if cargo has been exposed to heat. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions. ALWAYS stay away from tanks engulfed in flame. Move containers from fire area if you can do so without risk. Do not direct water at source of leak or safety devices as icing may occur. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tanks due to fire. For massive fire in cargo area, use unmanned hose holder or monitor nozzles, if possible. If not, withdraw and let fire burn out. |
| Specific methods | Use standard firefighting procedures and consider the hazards of other involved materials. |
| General fire hazards | Contents under pressure. Pressurized container may explode when exposed to heat or flame. May cause or intensify fire; oxidizer. |

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep out of low areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Emergency personnel need self-contained breathing equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Stop leak if you can do so without risk. Extinguish all flames in the vicinity. If this gas leaks without igniting, extreme caution must be used; flammable or explosive mixtures with air may be formed. Use water spray to reduce vapors or divert vapor cloud drift. Isolate area until gas has dispersed.

Large Spills: Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Environmental precautions

Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Runoff from fire control or dilution water may cause pollution.

7. Handling and storage

Precautions for safe handling

Do not handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Keep away from combustible material. Keep reduction valves free from grease and oil. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. When moving cylinders, even for short distances, use a cart (trolley, hand truck, etc.) designed to transport cylinders. Suck back of water into the container must be prevented. Do not allow backfeed into the container. Purge air from system before introducing gas. Use only properly specified equipment which is suitable for this product, its supply pressure and temperature. Contact your gas supplier if in doubt. Do not breathe mist/vapors. Do not get in eyes, on skin, or on clothing. Use only outdoors or in a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in a cool, dry place out of direct sunlight. Store in tightly closed container. Store in a well-ventilated place. Do not store near combustible materials. Stored containers should be periodically checked for general condition and leakage. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

| Material | Type | Value |
|--------------------------|---------|---------------------|
| CHLORINE (CAS 7782-50-5) | Ceiling | 3 mg/m ³ |
| | | 1 ppm |

US. ACGIH Threshold Limit Values

| Material | Type | Value |
|--------------------------|------|---------|
| CHLORINE (CAS 7782-50-5) | STEL | 0.4 ppm |
| | TWA | 0.1 ppm |

US. NIOSH: Pocket Guide to Chemical Hazards

| Material | Type | Value |
|--------------------------|---------|------------------------|
| CHLORINE (CAS 7782-50-5) | Ceiling | 1.45 mg/m ³ |
| | | 0.5 ppm |

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.
Skin protection
Hand protection Wear appropriate chemical resistant gloves.
Other Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.
Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.
Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations When using, do not eat, drink or smoke. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.
Form Liquid. Liquefied gas.
Color YELLOWISH-GREEN

Odor PUNGENT

Odor threshold Not available.

pH Not available.

Melting point/freezing point -150 °F (-101.11 °C)

Initial boiling point and boiling range -29.27 °F (-34.04 °C)

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure Not available.

Vapor density 2.5

Relative density Not available.

Solubility(ies)

Solubility (water) 7 g/l

Partition coefficient (n-octanol/water) Not available.

Auto-ignition temperature Not available.

Decomposition temperature Not available.

Viscosity Not available.

Other information

Density 11.87 lbs/gal
1.42 g/ml

| | |
|-----------------------------|--|
| Explosive properties | Not explosive. |
| Molecular formula | Cl ₂ |
| Molecular weight | 70.91 g/mol |
| Oxidizing properties | May cause or intensify fire; oxidizer. |
| Specific gravity | 1.42 |
| Surface tension | 18.4 mN/m (68 °F (20 °C)) |

10. Stability and reactivity

| | |
|---|---|
| Reactivity | Greatly increases the burning rate of combustible materials. |
| Chemical stability | Material is stable under normal conditions. |
| Possibility of hazardous reactions | Hazardous polymerization does not occur. |
| Conditions to avoid | Keep away from combustible material. Heat. Contact with incompatible materials. |
| Incompatible materials | Combustible material. Reducing agents. Ammonia. |
| Hazardous decomposition products | No hazardous decomposition products are known. |

11. Toxicological information

Information on likely routes of exposure

| | |
|---------------------|-------------------------------|
| Inhalation | Fatal if inhaled. |
| Skin contact | Causes severe skin burns. |
| Eye contact | Causes serious eye damage. |
| Ingestion | Causes digestive tract burns. |

| | |
|---|--|
| Symptoms related to the physical, chemical and toxicological characteristics | Headache. Dizziness. Nausea, vomiting. Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Coughing. |
|---|--|

Information on toxicological effects

| | |
|--|--|
| Acute toxicity | Fatal if inhaled. |
| Skin corrosion/irritation | Causes severe skin burns and eye damage. |
| Serious eye damage/eye irritation | Causes serious eye damage. |

Respiratory or skin sensitization

| | |
|----------------------------------|---|
| Respiratory sensitization | Due to partial or complete lack of data the classification is not possible. |
| Skin sensitization | Due to partial or complete lack of data the classification is not possible. |

| | |
|-------------------------------|---|
| Germ cell mutagenicity | Due to partial or complete lack of data the classification is not possible. |
|-------------------------------|---|

| | |
|------------------------|---|
| Carcinogenicity | Due to partial or complete lack of data the classification is not possible. |
|------------------------|---|

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

| | |
|---|---|
| Reproductive toxicity | Due to partial or complete lack of data the classification is not possible. |
| Specific target organ toxicity - single exposure | May cause respiratory irritation. |
| Specific target organ toxicity - repeated exposure | May cause damage to organs through prolonged or repeated exposure. |
| Aspiration hazard | Due to partial or complete lack of data the classification is not possible. |
| Chronic effects | May cause damage to organs through prolonged or repeated exposure. |

12. Ecological information

| | |
|--------------------|--|
| Ecotoxicity | The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. |
|--------------------|--|

| Product | Species | Test Results |
|--------------------------------------|---|----------------------|
| CHLORINE (CAS 7782-50-5) | | |
| Aquatic | | |
| Fish | LC50 Atlantic silverside (<i>Menidia menidia</i>) | 0.037 mg/l, 96 hours |
| Persistence and degradability | No data is available on the degradability of this product. | |
| Bioaccumulative potential | No data available. | |
| Mobility in soil | No data available. | |
| Other adverse effects | No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component. | |

13. Disposal considerations

| | |
|--|--|
| Disposal instructions | Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Do not incinerate sealed containers. If discarded, this product is considered a RCRA ignitable waste, D001. Dispose of contents/container in accordance with local/regional/national/international regulations. |
| Local disposal regulations | Dispose in accordance with all applicable regulations. |
| Hazardous waste code | D001: Waste Flammable material with a flash point <140 F D002: Waste Corrosive material [pH <=2 or =>12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company. |
| Waste from residues / unused products | Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). |
| Contaminated packaging | Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal. |

14. Transport information

| | |
|--|---|
| DOT | |
| UN number | UN1017 |
| UN proper shipping name | CHLORINE RQ,MARINE POLLUTANT POISON-INHALATION HAZARD, ZONE B |
| Transport hazard class(es) | |
| Class | 2.3 |
| Subsidiary risk | 5.1, 8 |
| Packing group | Not available. |
| Special precautions for user | Read safety instructions, SDS and emergency procedures before handling. |
| ERG number | 124 |
| Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed. | |

DOT



| | |
|----------------------------|---|
| General information | Avoid transport on vehicles where the load space is not separated from the driver's compartment. Ensure vehicle driver is aware of the potential hazards of the load and knows what to do in the event of an accident or an emergency. Before transporting product containers: Ensure that containers are firmly secured. Ensure cylinder valve is closed and not leaking. Ensure valve outlet cap nut or plug (where provided) is correctly fitted. Ensure valve protection device (where provided) is correctly fitted. Ensure adequate ventilation. Ensure compliance with applicable regulations. |
|----------------------------|---|

15. Regulatory information

| | |
|-------------------------------|--|
| US federal regulations | This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. |
|-------------------------------|--|

Toxic Substances Control Act (TSCA)**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

CHLORINE (CAS 7782-50-5) Listed.

SARA 304 Emergency release notification

CHLORINE (CAS 7782-50-5) 10 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

| Chemical name | CAS number | Reportable quantity (pounds) | Threshold planning quantity (pounds) | Threshold planning quantity, lower value (pounds) | Threshold planning quantity, upper value (pounds) |
|---------------|------------|------------------------------|--------------------------------------|---|---|
| CHLORINE | 7782-50-5 | 10 | 100 | | |

SARA 311/312 Hazardous chemical Yes

| | |
|-------------------------------------|--|
| Classified hazard categories | Oxidizer (liquid, solid, or gas) Gas under pressure Acute toxicity (any route of exposure) Skin corrosion or irritation Serious eye damage or eye irritation Specific target organ toxicity (single or repeated exposure) |
|-------------------------------------|--|

SARA 313 (TRI reporting)

| Chemical name | CAS number | % by wt. |
|---------------|------------|----------|
| CHLORINE | 7782-50-5 | 100 |

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

CHLORINE (CAS 7782-50-5)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

CHLORINE (CAS 7782-50-5)

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130) Hazardous substance**Safe Drinking Water Act (SDWA)** Contains component(s) regulated under the Safe Drinking Water Act.**US state regulations****California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

CHLORINE (CAS 7782-50-5)

International Inventories

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|----------------------|--|------------------------|
| Australia | Australian Inventory of Chemical Substances (AICS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | Yes |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |
| Japan | Inventory of Existing and New Chemical Substances (ENCS) | No |
| Korea | Existing Chemicals List (ECL) | Yes |

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|-----------------------------|---|------------------------|
| New Zealand | New Zealand Inventory | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS) | Yes |
| Taiwan | Taiwan Chemical Substance Inventory (TCSI) | Yes |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

| | |
|---------------|---|
| Issue date | 03-25-2022 |
| Version # | 01 |
| HMIS® ratings | Health: 3* Flammability: 0 Physical hazard: 3 |
| NFPA ratings | Health: 4 Flammability: 0 Instability: 0 |
| Disclaimer | While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale. |



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, June 03, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=34960&Standard=060&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Mid-South, Inc.

1405 Highway 136 West

P.O. Box 20

Henderson, KY 42420-0020

United States

800-950-7267

270-827-3545

Visit this company's website

([http://www.brenntag.com/north-america/en/about-](http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-mid-south/index.jsp)

[brenntag/regional-capabilities/brenntag-mid-south/index.jsp](http://www.brenntag.com/north-america/en/about-brenntag/regional-capabilities/brenntag-mid-south/index.jsp))

Facility : Clearwater, FL

Hydrochloric Acid

Trade Designation

Hydrochloric Acid 28%

Hydrochloric Acid 32%

Muriatic Acid 20 DEG BE

Muriatic Acid 22 DEG BE

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

50mg/L

44mg/L

44mg/L

40mg/L

Sodium Hypochlorite[HY]

Trade Designation

SNO-GLO BLEACH

Sno-Glo 10% Bleach

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

105mg/L

105mg/L

| | | |
|---------------------------|--------------------------|---------|
| Sodium Hypochlorite 10.5% | Disinfection & Oxidation | 100mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |
| Sodium Hypochlorite, 10% | Disinfection & Oxidation | 105mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid 15% | Corrosion & Scale Control pH Adjustment | 260mg/L |
| Sulfuric Acid 38.5% | Corrosion & Scale Control pH Adjustment | 121mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control pH Adjustment | 93mg/L |
| Sulfuric Acid 66 BE | pH Adjustment | 50mg/L |
| Sulfuric Acid 66 DEG | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 78% | pH Adjustment | 60mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control pH Adjustment | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Orlando, FL

Aluminum Sulfate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-------------------------------|----------------------------|----------------|
| Aluminum Sulfate 50% | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate 50% SOLN | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate 50% Solution | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate Solution | Coagulation & Flocculation | 150 mg/L |
| Liquid Alum | Coagulation & Flocculation | 150 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--------------------------|----------------|
| Chlorine, Liquified Gas | Disinfection & Oxidation | 30 mg/L |

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Ferric Chloride

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------|----------------------------|----------------|
| Ferric Chloride 38-42% | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Liquid | Coagulation & Flocculation | 250 mg/L |
| Ferric Chloride Solution | Coagulation & Flocculation | 250 mg/L |
| Iron (III) Chloride Solution | Coagulation & Flocculation | 250mg/L |
| Iron Trichloride Solution | Coagulation & Flocculation | 250mg/L |

Hydrochloric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Hydrochloric Acid 15% | Corrosion & Scale Control pH Adjustment | 80mg/L |
| Hydrochloric Acid 20 BE | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 28% | Corrosion & Scale Control | 50mg/L |
| Hydrochloric Acid 31.45% | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 32% | Corrosion & Scale Control | 44mg/L |

| | | |
|-------------------------|---------------------------|---------|
| Muriatic Acid | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 10% | Corrosion & Scale Control | 138mg/L |
| Muriatic Acid 15% | Corrosion & Scale Control | 80mg/L |
| | pH Adjustment | |
| Muriatic Acid 20 DEG BE | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 22 DEG BE | Corrosion & Scale Control | 40mg/L |

Sodium Bisulfite[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| Sodium Bisulfite 19-44% | Dechlorinator & Antioxidant | 46mg/L |

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250 mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200 mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100 mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[2] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo 10% Bleach | Disinfection & Oxidation | 105 mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84 mg/L |
| Sodium Hypochlorite, 10% | Disinfection & Oxidation | 105 mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Sulfuric Acid 66 BE | Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 66 DEG | Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL**Ammonium Sulfate**

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|----------------------------|-------------------------|----------------|
| Ammonium Sulfate 38.5% Sol | Chloramination | 60mg/L |
| Ammonium Sulfate 40% | Chloramination | 60mg/L |
| Ammonium Sulfate 40% Sol | Chloramination | 60mg/L |
| WWT 9710 | Chloramination | 60mg/L |

Citric Acid[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Citric Acid 50% | Membrane Cleaner | NA |
| Citric Acid Solution | Membrane Cleaner | NA |

[1] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions. The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Hydrochloric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Hydrochloric Acid 15% | Corrosion & Scale Control pH Adjustment | 80mg/L |
| Hydrochloric Acid 20 BE | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 28% | Corrosion & Scale Control | 50mg/L |
| Hydrochloric Acid 31.45% | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 32% | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 10% | Corrosion & Scale Control | 138mg/L |
| Muriatic Acid 15% | Corrosion & Scale Control pH Adjustment | 80mg/L |
| Muriatic Acid 20 DEG BE | Corrosion & Scale Control | 44mg/L |

| | | |
|-------------------------|---------------------------|--------|
| Muriatic Acid 22 DEG BE | Corrosion & Scale Control | 40mg/L |
|-------------------------|---------------------------|--------|

Sodium Bisulfite[2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| Sodium Bisulfite 19-44% | Dechlorinator & Antioxidant | 46mg/L |

[2] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[3]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-------------------------------|---------------------------|----------------|
| Caustic Soda 25% | Corrosion & Scale Control | 200mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 50% DIA | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 50% MEM | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide Solution 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide Solution 50% | Corrosion & Scale Control | 100mg/L |

[3] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid 15% | Corrosion & Scale Control pH Adjustment | 260mg/L |
| Sulfuric Acid 38.5% | Corrosion & Scale Control pH Adjustment | 121mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control pH Adjustment | 93mg/L |
| Sulfuric Acid 66 BE | pH Adjustment Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 66 DEG | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 78% | pH Adjustment Corrosion & Scale Control | 60mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control pH Adjustment | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Eastpoint, GA**Aluminum Chlorohydrate[AL]**

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Prestofloc C-100 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Chloride

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------|----------------------------|----------------|
| Ferric Chloride 38-42% | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Liquid | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Solution | Coagulation & Flocculation | 250mg/L |
| Iron (III) Chloride Solution | Coagulation & Flocculation | 250mg/L |
| Iron Trichloride Solution | Coagulation & Flocculation | 250mg/L |

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Caustic Soda 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Caustic Soda 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Caustic Soda 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Caustic Soda 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |
| Sodium Hydroxide 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 91mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 73mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66 | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66 Baumé | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66Be | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control pH Adjustment | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Valdosta, GA

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Caustic Soda 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Caustic Soda 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Caustic Soda 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |

| | | |
|----------------------|--|---------|
| Caustic Soda 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |
| Sodium Hydroxide 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo 10% Bleach | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 10.5% | Disinfection & Oxidation | 100mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Distribution Center - East St. Louis, IL

Phosphoric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------------------|----------------|
| PHOSPHORIC ACID 75% | Corrosion & Scale Control Softener | 13mg/L |

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Sulfuric Acid 66 BE | Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 66 DEG | Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Indianapolis, IN**Aluminum Chlorohydrate[AL]**

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Prestofloc C-100 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|----------------------------|----------------|
| Aluminum Sulfate Solution | Coagulation & Flocculation | 150mg/L |
| Liquid Alum | Coagulation & Flocculation | 150mg/L |
| Liquid Alum 50% Sol | Coagulation & Flocculation | 150mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonium Sulfate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|----------------------------|-------------------------|----------------|
| Ammonium Sulfate 38.5% Sol | Chloramination | 60mg/L |
| Ammonium Sulfate 40% | Chloramination | 60mg/L |
| Ammonium Sulfate 40% Sol | Chloramination | 60mg/L |
| WWT 9710 | Chloramination | 60mg/L |

Citric Acid[1] [2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Citric Acid Solution | Membrane Cleaner | NA |
| Citric Acid, Anhydrous | Membrane Cleaner | NA |

- [1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following the manufacturer's use instructions.
- [2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Hydrofluosilicic Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|-------------------------|----------------|
| Hydrofluosilicic Acid 23% | Fluoridation | 5 mg/L |

Polyaluminum Chloride[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc CC 2818 | Coagulation & Flocculation | 250mg/L |
| Brennfloc CC2358 | Coagulation & Flocculation | 100mg/L |
| Prestofloc C-100 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Sodium Hydroxide[3]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---|----------------|
| Caustic Soda 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Caustic Soda 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Caustic Soda 25% | pH Adjustment | 200mg/L |
| Caustic Soda 30% | Corrosion & Scale Control Corrosion & Scale Control pH Adjustment | 166mg/L |
| Caustic Soda 50% | pH Adjustment | 100mg/L |
| Sodium Hydroxide 10% | Corrosion & Scale Control Corrosion & Scale Control pH Adjustment | 500mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

[3] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------------|--------------------------|----------------|
| Chem Bleach Household | Disinfection & Oxidation | 200mg/L |
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo Bleach | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |
| Sodium Hypochlorite 5.25% Solution | Disinfection & Oxidation | 200mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control pH Adjustment | 93mg/L |
| Sulfuric Acid 66 BE | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66 Degree | Corrosion & Scale Control pH Adjustment | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Terre Haute, IN**Chlorine[CL]**

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--------------------------|----------------|
| Chlorine | Disinfection & Oxidation | 30 mg/L |

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Caustic Soda 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Caustic Soda 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Caustic Soda 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Caustic Soda 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |
| Sodium Hydroxide 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo Bleach | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84 mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Georgetown, KY

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--------------------------|----------------|
| Sodium Hypochlorite | Disinfection & Oxidation | 64mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Henderson, KY

Aluminum Chlorohydrate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc BC4105[PY] | Coagulation & Flocculation | 31mg/L |
| Prestofloc C-100 | Coagulation & Flocculation | 250 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Aluminum Sulfate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-------------------------------|----------------------------|----------------|
| Aluminum Sulfate 50% | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate 50% Solution | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate Solution | Coagulation & Flocculation | 150 mg/L |
| Liquid Alum | Coagulation & Flocculation | 150 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ammonia, Anhydrous**Trade Designation**

Ammonia, Anhydrous

Product Function

Chloramination

Max Use

5 mg/L

Ammonium Hydroxide**Trade Designation**

AQUA AMMONIA

Ammonium Hydroxide 19%

Aqua Ammonia 26 Deg

Product Function

Chloramination

Chloramination

Chloramination

Max Use

10 mg/L

10mg/L

10mg/L

Ammonium Sulfate**Trade Designation**

Ammonium Sulfate 38.5% Sol

Ammonium Sulfate 40%

Ammonium Sulfate 40% Sol

WWT 9710

Product Function

Chloramination

Chloramination

Chloramination

Chloramination

Max Use

60mg/L

60mg/L

60mg/L

60mg/L

Blended Phosphates**Trade Designation**

AquaPure 3627

AquaPure 3628

AquaPure 3637

AquaPure 3646

AquaPure 3664

AquaPure 3672

AquaPure 3673

AquaPure 3682

AquaPure 3691

AquaPure 3610

AquaPure 3619

AquaPure 3655

Product Function

Corrosion & Scale Control

Sequestering

Corrosion & Scale Control

Sequestering

Corrosion & Scale Control

Sequestering

Corrosion & Scale Control

Sequestering

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Sequestering

Corrosion & Scale Control

Sequestering

Corrosion & Scale Control

Sequestering

Corrosion & Scale Control

Sequestering

Max Use

25mg/L

25mg/L

25mg/L

25mg/L

25mg/L

25mg/l

25mg/L

25mg/l

25mg/L

25mg/L

25mg/L

25mg/L

Chlorine[CL]**Trade Designation****Product Function****Max Use**

Chlorine, Liquified Gas

Disinfection & Oxidation

30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Citric Acid[1]

| Trade Designation | Product Function | Max Use |
|--------------------------|-------------------------|----------------|
| Citric Acid 50% | Membrane Cleaner | NA |
| Citric Acid Solution | Membrane Cleaner | NA |

[1] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions. The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Ferric Chloride

| Trade Designation | Product Function | Max Use |
|------------------------------|----------------------------|----------------|
| Ferric Chloride 38-42% | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Liquid | Coagulation & Flocculation | 250 mg/L |
| Ferric Chloride Solution | Coagulation & Flocculation | 250 mg/L |
| Iron (III) Chloride Solution | Coagulation & Flocculation | 250mg/L |
| Iron Trichloride Solution | Coagulation & Flocculation | 250mg/L |

Ferric Sulfate

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| Ferri-Floc Liquid | Coagulation & Flocculation | 500 mg/L |
| Ferric Sulfate | Coagulation & Flocculation | 500 mg/L |

Fluosilicic Acid

| Trade Designation | Product Function | Max Use |
|---------------------------|-------------------------|----------------|
| Hydrofluosilicic Acid 23% | Fluoridation | 5 mg/L |

Hydrochloric Acid

| Trade Designation | Product Function | Max Use |
|--------------------------|--|----------------|
| Hydrochloric Acid 15% | Corrosion & Scale Control pH Adjustment | 80mg/L |
| Hydrochloric Acid 20 BE | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 28% | Corrosion & Scale Control | 50mg/L |
| Hydrochloric Acid 31.45% | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 32% | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 10% | Corrosion & Scale Control | 138mg/L |

| | | |
|-------------------------|--|--------|
| Muriatic Acid 15% | Corrosion & Scale Control pH Adjustment | 80mg/L |
| Muriatic Acid 20 DEG BE | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 22 DEG BE | Corrosion & Scale Control | 40mg/L |

Hydrogen Peroxide [HP]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Hydrogen Peroxide 30%[2] | Oxidant | 3.5mg/L |
| Hydrogen Peroxide 32%[3] | Oxidant | 3.3mg/L |
| Hydrogen Peroxide 35%[4] | Oxidant | 3 mg/L |
| Hydrogen Peroxide 8% | Oxidant | 13mg/L |

[2] This product may be used at a maximum use level of 95 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[3] This product may be used at a maximum use level of 90 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[4] This product may be used at a maximum use level of 85 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Miscellaneous Water Supply Products[5] [6]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Innova | Well Cleaning Aid | NA |
| Layne RC | Well Cleaning Aid | N/A |
| Layne RC10 | Well Cleaning Aid | N/A |
| Layne RC15 | Well Cleaning Aid | N/A |

[5] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[6] The well is to be properly flushed and drained before being places in service.

Monosodium Orthophosphate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---|----------------|
| AquaPure 3601 | Corrosion & Scale Control Sequestering | 25mg/L |

Phosphoric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|---------------------------|----------------|
| Aquapure Ortho | Corrosion & Scale Control | 26mg/L |
| Phosphoric Acid (36% PO ₄) | Corrosion & Scale Control | 26mg/L |
| Phosphoric Acid 75% | Corrosion & Scale Control | 13mg/L |

Polyaluminum Chloride[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc CC 2818 | Coagulation & Flocculation | 250mg/L |
| Brennfloc CC2358 | Coagulation & Flocculation | 100mg/L |
| Prestofloc C-50 | Coagulation & Flocculation | 250 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyamines[PY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc CP 7452P | Coagulation & Flocculation | 20mg/L |

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polymer Blends[AL] [PY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc BC 2376 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Bisulfite[7]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| Sodium Bisulfite 19-44% | Dechlorinator & Antioxidant | 46mg/L |

[7] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Carbonate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Soda Ash 15% | Corrosion & Scale Control pH Adjustment | 667mg/L |
| Sodium Carbonate 15% | Corrosion & Scale Control pH Adjustment | 667mg/L |

Sodium Chlorite[8] [CL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| Sodium Chlorite | Chlorine Dioxide Production | 14mg/L |
| Sodium Chlorite 31.25% | Chlorine Dioxide Production | 22mg/L |

[8] These products are certified for use in chlorine dioxide generation.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[9]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250 mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200 mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100 mg/L |
| Caustic Soda 30% | Corrosion & Scale Control | 166mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control | 166mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[9] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| Chem Bleach Household | Disinfection & Oxidation | 200mg/L |
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo 10% Bleach | Disinfection & Oxidation | 105 mg/L |
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 105 mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84 mg/L |

| | | |
|------------------------------------|--------------------------|---------|
| Sodium Hypochlorite 12.5% NSF | Disinfection & Oxidation | 84mg/L |
| Sodium Hypochlorite 5.25% Solution | Disinfection & Oxidation | 200mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sodium Permanganate[PO]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|----------------------------------|-------------------------|----------------|
| Sodium Permanganate | Oxidant | 176mg/L |
| Sodium Permanganate 20% | Oxidant | 176mg/L |
| Sodium Permanganate 40% | Oxidant | 88mg/L |
| Sodium Permanganate Solution | Oxidant | 176mg/L |
| Sodium Permanganate Solution 15% | Oxidant | 235mg/L |
| Sodium Permanganate Solution 19% | Oxidant | 185mg/L |

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sodium Polyphosphates, Glassy

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| AquaPure SH 36 | Corrosion & Scale Control | 25mg/L |

Sodium Silicate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|----------------------------|---------------------------|----------------|
| N Sodium Silicate Solution | Corrosion & Scale Control | 42mg/L |

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Sulfuric Acid 35% | Corrosion & Scale Control | 133mg/L |
| Sulfuric Acid 38.5% | Corrosion & Scale Control | 121mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control | 93mg/L |
| Sulfuric Acid 78% | Corrosion & Scale Control | 60mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control | 50mg/L |

Tetrapotassium Pyrophosphate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---|---|----------------|
| Tetrapotassium Pyrophosphate 60% Solution | Corrosion & Scale Control Sequestering | 29mg/L |

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : Louisville, KY

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 43mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Charlotte, NC

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Hydrochloric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Muriatic Acid 22 DEG BE | Corrosion & Scale Control | 40mg/L |

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 50% | Corrosion & Scale Control | 100mg/L |
| Caustic Soda 20% | Corrosion & Scale Control | 250mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid 15% | Corrosion & Scale Control pH Adjustment | 260mg/L |
| Sulfuric Acid 38.5% | Corrosion & Scale Control pH Adjustment | 120mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control pH Adjustment | 93mg/L |
| Sulfuric Acid 66 BE | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66 DEG | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control pH Adjustment | 50mg/L |

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 25% | Corrosion & Scale Control | 200mg/L |
| Caustic Soda 30% | Corrosion & Scale Control | 166mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Hydrochloric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Muriatic Acid 15% | pH Adjustment Corrosion & Scale Control | 80mg/L |
| Hydrochloric Acid 20 BE | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 28% | Corrosion & Scale Control | 50mg/L |
| Hydrochloric Acid 31.45% | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 32% | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 10% | Corrosion & Scale Control | 138mg/L |
| Muriatic Acid 20 DEG BE | Corrosion & Scale Control | 44mg/L |

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---|----------------|
| Sulfuric Acid | Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 78% | pH Adjustment Corrosion & Scale Control pH Adjustment | 60mg/L |

| Hydrochloric Acid | | |
|--------------------------|--|----------------|
| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
| Hydrochloric Acid 15% | pH Adjustment Corrosion & Scale Control | 80mg/L |

| Sodium Hydroxide[1] | | |
|----------------------------|---------------------------|----------------|
| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
| Sodium Hydroxide 30% | Corrosion & Scale Control | 166mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Durham, NC

| Sulfuric Acid | | |
|--------------------------|--|----------------|
| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
| Sulfuric Acid 66 DEG | Corrosion & Scale Control pH Adjustment | 50mg/L |

| Sodium Hypochlorite[HY] | | |
|--------------------------------|--------------------------|----------------|
| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

| Sulfuric Acid | | |
|--------------------------|--|----------------|
| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
| Sulfuric Acid | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control | 50mg/L |

| | | |
|---------------------|--|---------|
| Sulfuric Acid 15% | pH Adjustment Corrosion & Scale Control | 260mg/L |
| Sulfuric Acid 38.5% | pH Adjustment Corrosion & Scale Control | 120mg/L |
| Sulfuric Acid 50% | pH Adjustment Corrosion & Scale Control | 93mg/L |
| Sulfuric Acid 66 BE | pH Adjustment Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 78% | pH Adjustment Corrosion & Scale Control | 60mg/L |

Facility : Greensboro, NC

Hydrogen Peroxide[HP]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--------------------------|----------------|
| Hydrogen Peroxide 30% | Disinfection & Oxidation | 3.5mg/L |
| Hydrogen Peroxide 32% | Disinfection & Oxidation | 3.3mg/L |
| Hydrogen Peroxide 35% | Disinfection & Oxidation | 3mg/L |
| Hydrogen Peroxide 50% | Disinfection & Oxidation | 2.1mg/L |
| Hydrogen Peroxide 8% | Disinfection & Oxidation | 13mg/L |

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Wilmington, NC

Sodium Hydroxide

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Caustic Soda 25% | pH Adjustment | 200mg/L |
| Caustic Soda 50% | pH Adjustment | 100mg/L |
| Sodium Hydroxide 25% | pH Adjustment | 200mg/L |
| Sodium Hydroxide 50% | pH Adjustment | 100mg/L |

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Facility : Charleston, SC**Sodium Hydroxide[1]**

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Caustic Soda 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Chattanooga, TN**Aluminum Sulfate[AL]**

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|----------------------------|----------------|
| Aluminum Sulfate Solution | Coagulation & Flocculation | 150 mg/L |
| Liquid Alum | Coagulation & Flocculation | 150 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--------------------------|----------------|
| Chlorine, Liquified Gas | Disinfection & Oxidation | 30 mg/L |

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Citric Acid[4]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Citric Acid 50% | Membrane Cleaner | NA |
| Citric Acid Solution | Membrane Cleaner | NA |

[4] This product is designed to be used off-line and flushed prior to using the system for drinking water, following manufacturer's use instructions. The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Ferric Chloride

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------|----------------------------|----------------|
| Ferric Chloride 38-42% | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Liquid | Coagulation & Flocculation | 250 mg/L |
| Ferric Chloride Solution | Coagulation & Flocculation | 250 mg/L |
| Iron (III) Chloride Solution | Coagulation & Flocculation | 250mg/L |
| Iron Trichloride Solution | Coagulation & Flocculation | 250mg/L |

Ferric Sulfate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Ferri-Floc Liquid | Coagulation & Flocculation | 500 mg/L |
| Ferric Sulfate | Coagulation & Flocculation | 500 mg/L |

Fluosilicic Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|-------------------------|----------------|
| Hydrofluosilicic Acid 23% | Fluoridation | 5mg/L |

Hydrochloric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Hydrochloric Acid 20 BE | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 28% | Corrosion & Scale Control | 50mg/L |
| Hydrochloric Acid 31.45% | Corrosion & Scale Control | 44mg/L |
| Hydrochloric Acid 32% | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 10% | Corrosion & Scale Control | 138mg/L |
| Muriatic Acid 20 DEG BE | Corrosion & Scale Control | 44mg/L |
| Muriatic Acid 22 DEG BE | Corrosion & Scale Control | 40mg/L |

Hydrogen Peroxide [HP]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Hydrogen Peroxide 30%[1] | Oxidant | 3.5mg/L |
| Hydrogen Peroxide 32%[2] | Oxidant | 3.3mg/L |
| Hydrogen Peroxide 8% | Oxidant | 13mg/L |

[1] This product may be used at a maximum use level of 95 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[2] This product may be used at a maximum use level of 90 mg/L for the following functions:

- reoxygenation of treated water
- oxidation of organic residuals
- oxidation of any reduced products, such as Fe(II) and sulfides

Treatment must be followed by chlorination to a chlorine residual no to exceed 4 mg/L, the EPA's proposed maximum residual level.

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

Polyaluminum Chloride[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc BC 2380 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[PY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| ICS 7191 | Coagulation & Flocculation | 258mg/L |
| ICS 7201 | Coagulation & Flocculation | 490mg/L |

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Hydroxide[3]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250 mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200 mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100 mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[3] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------------|--------------------------|----------------|
| Chem Bleach Household | Disinfection & Oxidation | 200mg/L |
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo 10% Bleach | Disinfection & Oxidation | 105 mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84 mg/L |
| Sodium Hypochlorite 5.25% Solution | Disinfection & Oxidation | 200mg/L |
| Sodium Hypochlorite, 10% | Disinfection & Oxidation | 105 mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Distribution Center - Chattanooga, TN

Sodium Bisulfite[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| Sodium Bisulfite 19-44% | Dechlorinator & Antioxidant | 46mg/L |

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sodium Hydroxide[2]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 50% | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 55% | Corrosion & Scale Control | 100mg/L |

[2] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Memphis, TN

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 40mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid 35% | Corrosion & Scale Control | 133mg/L |
| Sulfuric Acid 38.5% | Corrosion & Scale Control | 121mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control | 93mg/L |
| Sulfuric Acid 66 BE | Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 66 DEG | pH Adjustment Corrosion & Scale Control | 50mg/L |
| Sulfuric Acid 78% | pH Adjustment Corrosion & Scale Control | 60mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control | 50mg/L |

Facility : Nitro, WV

Aluminum Sulfate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-------------------------------|----------------------------|----------------|
| Aluminum Sulfate 50% | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate 50% SOLN | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate 50% Solution | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate Solution | Coagulation & Flocculation | 150 mg/L |
| Liquid Alum | Coagulation & Flocculation | 150 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc BC 2380 | Coagulation & Flocculation | 200mg/L |
| Brennfloc BC 2381 | Coagulation & Flocculation | 200mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Potassium Hydroxide

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Potash 45% | Corrosion & Scale Control | 100 mg/L |
| Potassium Hydroxide | Corrosion & Scale Control | 100 mg/L |

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250 mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200 mg/L |
| Caustic Soda 30% | Corrosion & Scale Control | 167 mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100 mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control | 167mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : St. Albans, WV

Aluminum Sulfate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Liquid Alum | Coagulation & Flocculation | 150 mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Chlorine[CL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--------------------------|----------------|
| Chlorine, Liquified Gas | Disinfection & Oxidation | 30 mg/L |

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250 mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200 mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100 mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|--------------------------|----------------|
| SNO-GLO BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo 10% Bleach | Disinfection & Oxidation | 105 mg/L |
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 105 mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84 mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Kansas City North

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-----------------------------|---------------------------|----------------|
| Caustic Soda 20% All Grades | Corrosion & Scale Control | 250mg/L |
| Caustic Soda 25% All Grades | Corrosion & Scale Control | 200mg/L |
| Caustic Soda 50% All Grades | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Kansas City South

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Caustic Soda 20% | Corrosion & Scale Control | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control | 200mg/L |
| Caustic Soda 50% | Corrosion & Scale Control | 100mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control | 250mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control | 100mg/L |

[1] Trade designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Hypochlorite[HY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------------|--------------------------|----------------|
| Chem Bleach Household | Disinfection & Oxidation | 200mg/L |
| SNO-GLO-BLEACH | Disinfection & Oxidation | 105mg/L |
| Sno-Glo 10% | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 10% | Disinfection & Oxidation | 105mg/L |
| Sodium Hypochlorite 12.5% | Disinfection & Oxidation | 84mg/L |
| Sodium Hypochlorite 5.25% Solution | Disinfection & Oxidation | 200mg/L |

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 50% | Corrosion & Scale Control pH Adjustment | 93mg/L |
| Sulfuric Acid 66 Degree | Corrosion & Scale Control pH Adjustment | 50mg/L |

Facility : St. Louis, MO - Chouteau

Aluminum Chlorohydrate[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc 4000 | Coagulation & Flocculation | 250mg/L |
| Brennfloc BC4105[PY] | Coagulation & Flocculation | 31mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CER 141.111 requirements for percent monomer and dose.

Ammonium Hydroxide

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Ammonium Hydroxide 19% | Chloramination | 10mg/L |

Ammonium Sulfate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|-------------------------|----------------|
| Ammonium Sulfate | Chloramination | 60mg/L |
| Ammonium Sulfate Solution | Chloramination | 60mg/L |

Blended Corrosion Inhibitor

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---|----------------|
| Robin Phos PO-2 | Corrosion & Scale Control Sequestering | 20 mg/L |

Blended Phosphates

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---|----------------|
| AquaPure 3637 | Corrosion & Scale Control Sequestering | 25mg/L |
| AquaPure 3655 | Corrosion & Scale Control Sequestering | 25mg/L |
| AquaPure 3673 | Corrosion & Scale Control Sequestering | 25mg/L |
| AquaPure 3691 | Corrosion & Scale Control Sequestering | 25mg/L |
| Robin Phos PO-73 | Corrosion & Scale Control Sequestering | 25 mg/L |

Miscellaneous Chemical Products

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc 4220[AL] | Coagulation & Flocculation | 250mg/L |
| Brennfloc 4420[AL] [PY] | Coagulation & Flocculation | 100mg/L |
| Brennfloc 4420H[AL] [PY] | Coagulation & Flocculation | 100mg/L |
| Robin 3000 | Coagulation & Flocculation | 15mg/L |
| RobinFloc 1212 | Coagulation & Flocculation | 15mg/L |
| Robinfloc 2000[PY] | Coagulation & Flocculation | 15mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CER 141.111 requirements for percent monomer and dose.

Miscellaneous Water Supply Products

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|-------------------------|----------------|
| Citric Acid 30-50%[1] [2] | Membrane Cleaner | NA |

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[2] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

Monosodium Orthophosphate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| AquaPure 3601 | Corrosion & Scale Control | 25mg/L |

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Brennfloc CP 7215P | Coagulation & Flocculation | 100mg/L |

| | | |
|----------------|----------------------------|---------|
| Robin 110 | Coagulation & Flocculation | 100mg/L |
| Robin 120 | Coagulation & Flocculation | 50 mg/L |
| Robin 220 | Coagulation & Flocculation | 50mg/L |
| RobinFloc 4325 | Coagulation & Flocculation | 100mg/L |
| RobinFloc 4728 | Coagulation & Flocculation | 96mg/L |

Polyaluminum Chloride[AL]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--|----------------------------|----------------|
| Aluminum Chloride Hydroxide Aqueous Solution | Coagulation & Flocculation | 250 mg/L |
| Aluminum Chlorohydrate Aqueous Solution | Coagulation & Flocculation | 250 mg/L |
| Brennfloc 4000 | Coagulation & Flocculation | 250mg/L |
| Robin AC-100 | Coagulation & Flocculation | 250 mg/L |
| RobinFloc 4708 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------------------|--|----------------|
| AC 2602 PA | Coagulation & Flocculation | 50mg/L |
| Brennfloc BC 4101 | Coagulation & Flocculation | 66mg/L |
| Polyaluminum Sulfate | Coagulation & Flocculation | 150 mg/L |
| Polyaluminum Sulfate Polymer Emulsion | Coagulation & Flocculation | 150mg/L |
| Robin AC 110 | Coagulation & Flocculation | 130 mg/L |
| Robin AC-3545 | Coagulation & Flocculation | 50 mg/L |
| Robin AS-110 | Coagulation & Flocculation | 150 mg/L |
| Robin AS-120 | Coagulation & Flocculation | 150 mg/L |
| Robin AS-140 | Coagulation & Flocculation | 100 mg/L |
| Robin FR-2003 | Coagulation & Flocculation | 20mg/L |
| RobinFloc 4707 | Coagulation & Flocculation Flocculant | 100mg/L |
| RobinFloc 4714 | Coagulation & Flocculation | 238mg/L |
| RobinFloc 4715 | Coagulation & Flocculation | 156mg/L |
| RobinFloc 4725 | Coagulation & Flocculation | 155mg/L |
| RobinFloc 4740 | Coagulation & Flocculation Flocculant | 68mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CER 141.111 requirements for percent monomer and dose.

Sodium Permanganate[MN]

| Trade Designation | Product Function | Max Use |
|----------------------------------|-------------------------|----------------|
| Sodium Permanganate | Oxidant | 176mg/L |
| Sodium Permanganate Solution | Oxidant | 176mg/L |
| Sodium Permanganate Solution 15% | Oxidant | 235mg/L |
| Sodium Permanganate Solution 19% | Oxidant | 185mg/L |

[MN] The finished drinking water should be monitored to ensure that levels of manganese do not exceed .05 mg/L.

Sodium Polyphosphates, Glassy

| Trade Designation | Product Function | Max Use |
|------------------------------|---------------------------|----------------|
| AquaPure SH 36 | Corrosion & Scale Control | 25mg/L |
| Robin Phos P-1 | Corrosion Control | 28 mg/L |
| | Sequestering | |
| SHMP | Corrosion Control | 28mg/L |
| | Sequestering | |
| Sodium Hexametaphosphate | Corrosion Control | 28mg/L |
| | Sequestering | |
| Sodium Polyphosphate | Corrosion Control | 28mg/L |
| | Sequestering | |
| Sodium Polyphosphates Glassy | Corrosion Control | 28mg/L |
| | Sequestering | |

Facility : St. Louis, MO - Soper

Aluminum Sulfate[AL]

| Trade Designation | Product Function | Max Use |
|-------------------------------|----------------------------|----------------|
| Aluminum Sulfate Liquid | Coagulation & Flocculation | 150mg/L |
| Aluminum Sulfate Solution | Coagulation & Flocculation | 150mg/L |
| Dialuminum Sulfate Solution | Coagulation & Flocculation | 150mg/L |
| Liquid Alum | Coagulation & Flocculation | 150mg/L |
| Polyaluminum Sulfate Solution | Coagulation & Flocculation | 150mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Chloride

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| Ferric Chloride 38-42% | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Liquid | Coagulation & Flocculation | 250mg/L |
| Ferric Chloride Solution | Coagulation & Flocculation | 250mg/L |

| | | |
|------------------------------|----------------------------|---------|
| Iron (III) Chloride Solution | Coagulation & Flocculation | 250mg/L |
| Iron Trichloride Solution | Coagulation & Flocculation | 250mg/L |

Ferric Sulfate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|-----------------------------|----------------------------|----------------|
| Ferric Sulfate Solution | Coagulation & Flocculation | 500mg/L |
| Iron (III) Sulfate Solution | Coagulation & Flocculation | 500mg/L |
| Iron Persulfate Solution | Coagulation & Flocculation | 500mg/L |

Sodium Hydroxide[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Caustic Soda 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Caustic Soda 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Caustic Soda 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Caustic Soda 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Caustic Soda 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |
| Sodium Hydroxide 10% | Corrosion & Scale Control pH Adjustment | 500mg/L |
| Sodium Hydroxide 20% | Corrosion & Scale Control pH Adjustment | 250mg/L |
| Sodium Hydroxide 25% | Corrosion & Scale Control pH Adjustment | 200mg/L |
| Sodium Hydroxide 30% | Corrosion & Scale Control pH Adjustment | 166mg/L |
| Sodium Hydroxide 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

[1] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

Sodium Permanganate[PO]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|------------------------------|-------------------------|----------------|
| Sodium Permanganate | Oxidant | 176mg/L |
| Sodium Permanganate 15% | Oxidant | 235mg/L |
| Sodium Permanganate 19% | Oxidant | 185mg/L |
| Sodium Permanganate 20% | Oxidant | 176mg/L |
| Sodium Permanganate 40% | Oxidant | 88mg/L |
| Sodium Permanganate Solution | Oxidant | 176mg/L |

[P0] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|--|----------------|
| Sulfuric Acid | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66 | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66 Baumé | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 66Be | Corrosion & Scale Control pH Adjustment | 50mg/L |
| Sulfuric Acid 93% | Corrosion & Scale Control pH Adjustment | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, packing, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 518

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Foreign Profit Corporation

BRENNTAG MID-SOUTH, INC.

Filing Information

Document Number 823462
FEI/EIN Number 61-0504545
Date Filed 10/28/1969
State KY
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 07/27/2001
Event Effective Date 08/01/2001

Principal Address

1405 Highway 136 West
Henderson, KY 42420

Changed: 04/22/2021

Mailing Address

1405 Highway 136 West
Henderson, KY 42420

Changed: 04/22/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 06/22/1992

Address Changed: 06/22/1992

Officer/Director Detail

Name & Address

Title Secretary

Reeve, Leslie

1405 Highway 136 West
Henderson, KY 42420

Title Tax Officer

Winslow, Robert
5083 Pottsville Pike
Reading, PA 19605

Title Director

Steadman, Gil
1405 Highway 136 West
Henderson, KY 42420

Title President

Steadman, Gil
1405 Highway 136 West
Henderson, KY 42420

Title Director

Wohrle, Dieter
5083 Pottsville Pike
Reading, PA 19605

Title Director

Liebowitz, Scott
1405 Highway 136 West
Henderson, KY 42420

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2020 | 05/29/2020 |
| 2021 | 04/22/2021 |
| 2022 | 03/30/2022 |

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FIRST AMENDMENT TO THE CONTRACT
ASSOCIATED WITH RFB 2022-131 SUPPLY OF LIQUID CHLORINE

The First Amendment dated March 2nd, 2023, to the Contract, hereinafter referred to as the “Contract”, associated with RFB 2022-131, dated October 1, 2022, is made by and between the **Englewood Water District**, an independent Special District, located at 201 Selma Ave, Englewood, FL 34223, hereinafter referred to as the “DISTRICT”, and **Brenntag Mid-South, Inc.**, a corporation, located at 250 Central Florida Parkway, Orlando, FL 34824, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the parties have entered into a Contract dated October 1, 2022, stemming from the DISTRICT’S competitively solicited bid RFB 2022-131, whereby the CONTRACTOR has agreed to provide the DISTRICT with the supply of liquid chlorine in one (1) ton cylinders, for the treatment of its potable and reuse water;

WHEREAS, liquid chlorine is critical in the process of providing potable and reuse water to its customers;

WHEREAS, due to lack of supplies, there is currently only one (1) supplier in the location that the DISTRICT is located that can provide this chemical;

WHEREAS, the DISTRICT does not know when this situation will change and must contract with the single supplier;

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the DISTRICT and the CONTRACTOR agree to add the following clauses as follows:

1. CONTRACT EXTENSION is hereby added to read as follows:

The Contract will be extended for another three (3) years until **March 31, 2026**. The CONTRACTOR agrees to provide the District with liquid chlorine at **\$1,819** per one (1) ton cylinder delivered, for a period of three (3) months from **April 1, 2023** through **June 30, 2023**. For the remainder of the Contract, a quarterly review of pricing will be considered, as needed.

2. PRICING ESCALATION/DE-ESCALATION is hereby added as follows:

Pricing will be eligible for an adjustment every three (3) months during the term of the Contract only if increases in the industry can be documented by the CONTRACTOR. The CONTRACTOR will provide such documentation in support of their written price escalation. The CONTRACTOR shall reach out at least thirty (30) days before the start of the following quarter for any Price Adjustment consideration, otherwise pricing from the previous quarter will prevail.

The DISTRICT expects any decreases in the CONTRACTOR'S costs to produce the product to be passed on to the DISTRICT in the form of a decrease Price Adjustment.

The DISTRICT may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are excessive, or decreases are insufficient.

In the event the DISTRICT does not approve the requested Price Adjustment the parties will negotiate in good faith to arrive at an acceptable Price Adjustment. Should an acceptable Price Adjustment not be reached either party may terminate the Contract in accordance with the termination options in the Contract.

Any Price Adjustment, increase or decrease, will only be applied to the non-transport cost portion of the product unit price. Percent of the product unit price for transportation cost is indicated below. Transportation cost is not eligible for Price Adjustment.

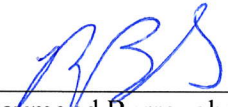
| Item | Description | Estimated Annual Quantity | Unit | Unit Price | Extended |
|------|---|---------------------------|------|------------|-----------|
| 1 | Liquid Chlorine (1-ton Cylinder) | 100 | CYL | \$1819/TN | \$181,900 |
| 2 | Transportation Cost Percent of above Unit Price | 5.77 % | | | |

- All other terms and conditions of the Contract dated October 1, 2022 not otherwise mentioned in this amendment will remain in full force and effect.

IN WITNESS WHEREOF, both parties have executed this First Amendment to the Contract on the day and year above written.

FOR THE DISTRICT

FOR THE CONTRACTOR



Raymond Burroughs
Administrator



Ray Sobitt
Director of Mini Bulk/Municipal Bids

Re: Liquid Chlorine - 1 ton cylinders

From Tim Koziatek <timk@allieduniversal.com>

Date Fri 3/13/2026 2:17 PM

To Bee Ling. Wheaton <bwheaton@englewoodwater.com>

Bee Ling,

Sorry for the delay. Thanks again for reaching out. With this kind of volume I can offer you \$3500 / Ton

Let me know and I will work out setting you up in our system.

Tim Koziatek / Vice President

Allied Universal Corp

3901 NW 115th Ave. Miami, FL 33178

M: (219) 746-3310

O: (786) 623-6437 Ext. 0156

timk@allieduniversal.com

www.allieduniversal.com



On Thu, Mar 12, 2026 at 2:24 PM Bee Ling. Wheaton <bwheaton@englewoodwater.com> wrote:

Tim,

Just following up to see if you would service our area.

Thanks!

Bee Ling Wheaton

Procurement Manager

Englewood Water District

201 Selma Ave

Englewood, FL 34223

Tel: 941.460.1014

Office Hours are Tuesdays through Fridays

7:00 a.m. to 5:00 p.m.

We are closed on Mondays

From: Bee Ling. Wheaton <bwheaton@englewoodwater.com>
Sent: Wednesday, March 11, 2026 3:44 PM
To: Tim Koziatek <timk@allieduniversal.com>
Cc: Sherri McNellis <sherrim@allieduniversal.com>
Subject: Re: Liquid Chlorine - 1 ton cylinders

Hi Tim,

Thanks for getting back with me.

We order a minimum of 4, but the order varies so up to 7-8 cylinders sometimes, depending on consumption but not less than 4, usually once a month.

Thanks,

Bee Ling Wheaton
Procurement Manager
Englewood Water District
201 Selma Ave
Englewood, FL 34223

Tel: 941.460.1014

Office Hours are Tuesdays through Fridays
7:00 a.m. to 5:00 p.m.
We are closed on Mondays

From: Tim Koziatek <timk@allieduniversal.com>
Sent: Wednesday, March 11, 2026 10:07 AM
To: Bee Ling. Wheaton <bwheaton@englewoodwater.com>
Cc: Sherri McNellis <sherrim@allieduniversal.com>
Subject: Re: Liquid Chlorine - 1 ton cylinders

Bee Ling,

What volumes can you accept for each delivery?

Tim Koziatek / Vice President
Allied Universal Corp
3901 NW 115th Ave. Miami, FL 33178
M: (219) 746-3310
O: (786) 623-6437 Ext. 0156
timk@allieduniversal.com
www.allieduniversal.com



On Wed, Mar 11, 2026 at 9:11 AM Bee Ling. Wheaton <bwheaton@englewoodwater.com> wrote:

Good Morning,

Just checking in to see if there has been any changes to providing liquid chlorine in 1 ton cylinders to our area.

Can you please let me know?

Many thanks,

Bee Ling Wheaton

Procurement Manager

Englewood Water District

201 Selma Ave

Englewood, FL 34223

Tel: 941.460.1014

Office Hours are Tuesdays through Fridays

7:00 a.m. to 5:00 p.m.

We are closed on Mondays

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**SECOND AMENDMENT TO THE CONTRACT
ASSOCIATED WITH RFB 2022-131 SUPPLY OF LIQUID CHLORINE**

The Second Amendment, dated May 14, 2026, and effective retroactively as of April 1, 2026 (the “Amendment”), to the Contract, associated with RFB 2022-131, dated October 1, 2022 (the “CONTRACT”), is entered into by and between the **Englewood Water District**, an independent Florida Special District, located at 201 Selma Ave, Englewood, FL 34223 (the “DISTRICT”), and **Brenntag Mid-South, Inc.**, a corporation, located at 250 Central Florida Parkway, Orlando, FL 32824, (the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the parties have entered into a CONTRACT dated October 1, 2022, pursuant to the DISTRICT’S competitively solicited bid RFB 2022-131, whereby the CONTRACTOR has agreed to provide the DISTRICT with the supply of liquid chlorine in one (1) ton cylinders, for the treatment of its potable and reuse water;

WHEREAS, liquid chlorine is critical in the process of providing potable and reuse water to the DISTRICT’S customers;

WHEREAS, due to limited suppliers servicing the DISTRICT’S area, and current market prices, it is in the DISTRICT’S best interest to extend the existing CONTRACT with the CONTRACTOR;

WHEREAS, the DISTRICT’S Board of Supervisors provided approval for the CONTRACT extension at the Board Meeting dated May 14, 2026.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the DISTRICT and the CONTRACTOR agree to amend the CONTRACT as follows:

1. Contract Extension:

The CONTRACT is hereby amended to extend its term for another fifteen (15) months, through **June 30, 2027**. During this extension period, the CONTRACTOR shall supply the DISTRICT with liquid chlorine at a firm, fixed price of **\$1,854** per one (1) ton cylinder, delivered. No price adjustments shall be permitted for the duration of the extension.

2. Ratification of Services:

The parties acknowledge that, from April 1, 2026, through the date of execution of this Amendment, the CONTRACTOR has continued to supply liquid chlorine to the DISTRICT, and the DISTRICT has continued to receive and accept such services. This Amendment hereby ratifies and confirms all services rendered and payments made during this period.

In the event of any conflict between the terms of this Amendment and the CONTRACT, the terms of this Amendment shall control. Except as expressly modified herein, all other terms and conditions of the CONTRACT dated October 1, 2022, shall remain in full force and effect.

INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the CONTRACT on the day and year above written.

FOR THE DISTRICT

FOR THE CONTRACTOR

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

Ray Sibbitt

Ray Sibbitt
Director of Mini Bulk/Municipal Bids

BOARD AGENDA ITEM SUMMARY

7b

MEETING DATE: May 14, 2026

SUBJECT: Vacuum Station V-7 Generator Replacement

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Keith R. Ledford, Jr., P.E.

DEPT: Administration

ITEM: Authorization for the purchase of one (1) Blue Star 200kW 480V Three-Phase Generator per Quote # 02132026-TB from Mid Florida Diesel in the amount of \$96,071.00.

PURPOSE / JUSTIFICATION: The generator currently installed at Vacuum Station V-7 was installed in 2004 and is due for replacement. Staff recommends purchasing a new 200kW Blue Star Generator, Model JD 200-01 from Mid Florida Diesel, utilizing Florida Sheriffs Association Bid FSA 23-EQU.21.1, expiring September 30, 2026. The proposal includes additional options, including an upgrade from a 24-hour to a 48-hour fuel tank. Installation, startup and freight are included in the Quote. Anticipated delivery is between 25-30 weeks.

FISCAL IMPACT:

Budget Resolution Required: yes no

Funds in Account: 6256671-600-250 V-7 Generator Replacement

| | | |
|------------------------------|----|--------------------|
| Amount Budgeted: | \$ | 120,000.00 |
| Year to Date Expenditures: | \$ | -0- |
| Total Expenditures Required: | \$ | <u>(96,071.00)</u> |
| Remaining in Budget: | \$ | <u>23,929.00</u> |

MOTION: To authorize the purchase of a 200kW Blue Star Generator, Model JD 200-01 from Mid Florida Diesel for the amount of \$96,071.00, piggybacking Florida Sheriffs Association Bid FSA 23-EQU.21.1, expiring September 30, 2026. Funds to come from the FY26 CIP.

Prepared By: Keith R. Ledford, Jr., PE

Date: May 5, 2026

Approvals:

Administrator

Finance

Operations

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

ATTACHMENTS: V-7 Generator PAF with Quote



ENGLEWOOD WATER DISTRICT

PROCUREMENT APPROVAL FORM *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: _____ DEPARTMENT: _____

REQUESTER APPROVAL AUTHORITY (\$): _____ COST OF REQUISITION (\$): _____

VENDOR NAME: _____ CREDIT CARD PURCHASE (Y/N)?: _____

ACCOUNT #: _____ BUDGETED ITEM (Y/N)?: _____

FIXED ASSET (Y/N) ____ REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): _____

DESCRIPTION OF REQUISITION: Use additional sheets of paper, if needed. Please attach estimate. Any purchases over \$10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over \$50,000 will still need Board Approval. **For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.**

ANY PROCUREMENT OVER \$10,000: Have Purchasing complete procurement method and sign-off before Supervisory approval.

PROCUREMENT METHOD: _____

Date: _____

PROCUREMENT MANAGER SIGNATURE

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

MANAGER'S SIGNATURE

Print Name: _____

Date: _____

Date: _____

ADMINISTRATOR'S SIGNATURE *(For requisitions above \$5,000)*

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107
WWW.MIDFLORIDADIESEL.COM

May 7, 2026

PROPOSAL

For

200KW Diesel Generator

Florida Sheriff Association Bid FSA23-EQU21.1 Item #151

City of Englewood

ATTN: Darrell Walchle

Mid Florida Diesel submits the following proposal for the project: V-7

Blue Star Power Systems MODEL: (Qty. - 1) JD200-01

(Quote # 05072026-TB)

GENERATOR: 200 kW

VOLTAGE: 480 volt Three-Phase

ENGINE: John Deere 6068HFG85, 60 Hz Diesel, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.

Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.

Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%

UL2200

EPA Tier III Certified

Stamford UCIDI274K1 12 Lead Wired 480V 3 Phase High Wye 80°C Rise Over 40°C Ambient

CONTROL PANEL: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller

Mounted Facing Left from Generator End (Unless Specified Otherwise)

Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns

Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency,

Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications

Included Accessories

ENCLOSURE: Weather Proof Enclosure-- Level II Steel Enclosure

Weather Proof Enclosure- Made with 14 Gauge steel with louvered rear opening for air

intake and punched side air openings for air intake and silencer is mounted inside

enclosure with exhaust exiting through front sound compartment. Pitched roof for increased structural

integrity and improved watershed. Lockable handles keyed alike with hinged doors

Accessories:

Sound Attenuation Foam 1.5"

200 mph Wind Load Rated

COOLING SYSTEM:

Unit Mounted Radiator

Accessories:

Low Coolant Level Shutdown

CIRCUIT BREAKERS: 350A BREAKER – 600v Thermal Magnetic 80% rated

Mounted and Wired in a NEMA 1 Enclosure (Qty: (1 per gen)

Circuit Breaker - UL listed and CSA certified.

BATTERY:

Lead Acid Battery

BLOCK HEATER: 1800W 120VAC

Standard @ 20 F w/isolation valves

VIBRATION ISOLATION:

Vibration Pads Isolator

BATTERY CHARGER:

(12 Volt 6 Amp)

SUB BASE TANK:

Sub Base Fuel Tank Steel (with Stub Up) (375 Gallons Capacity-24hrs run time)

Accessories:

UL 142 Approved

Double Wall

Emergency Pressure Relief Vent Cap Set (1/2 PSI) - 2" (1)

1.5" Normal Vent Cap

MUFFLER:

Critical Grade Muffler –

Accessories:

Rain Cap

MISCELLANEOUS:

Certified Factory Test

Manual – One (1) Instruction Manual

2 Yr/2000 Hr Standby Limited Warranty

Test Acceptance Run by Factory Trained Representative (Start Up)

Proposal Summary:

FSA Item #151 Standard Blue Star JD125-02 Bid: \$47,430.00

FSA Add Option-Upgrade to a 200KW- Item #151 (Order Code- JD200-01): \$16,720.00

Sub-Total: \$64,150.00

***ADDER: Level III Aluminum Enclosure- Item #151(Order Code-LV-III150-300): \$5,760.00**

***ADDER: Item #151 - Meet Florida DEP Requirements (Order Code-FL DEP Tank): \$2,760.00**

***ADDER: Item #151 - Permanent Magnet (Order Code-PMG): \$1,640.00**

Sub-Total: \$10,160.00

ADDER: Item #151 (Order Code 30% discount off List Price)

***ADDER: Upgrade to 48 Hr. Tank 750 Gallon Diesel Fuel Tank- Item #151 List Price: \$19,851.00**

***ADDER: Steps for Controller and Breaker doors: Item #151 List Price: \$800.00**

Sub Total: \$20,651.00

(Order Code 30% discount off List Price) Subtract 30%: -\$6,196.00

Sub-Total Price: \$14,455.00

Combined Total: \$88,765.00
*Discount: Remove Diesel Fuel Tank: 24 Hr. 375 gallon tank: -\$4,994.00
Total Price: **\$83,711.00***
(Tax Not Included)

Non-Contractual FSA: Installation of Generator:

Price includes providing and installing all materials, labor, supervision and equipment needed to complete the following.

1. City of Englewood will remove existing 200KW Generac generator.
2. Using a crane set and anchor new 200KW Blue Star Power Systems generator on new concrete pad provided by customer.
3. Reinstall existing feeder conductors from ATS to 350amp generator breaker
4. Reinstall existing control wiring, block heater and battery charger

Clarifications:

1. Existing fuel removed by the City of Englewood
2. New fuel provided by city and will be available on day the generator is installed
3. Mid Florida Diesel does not except responsibility for any damage to sidewalks, irrigation, underground piping, etc.
4. Permitting Not included
5. Note: It is assumed existing feeders to the new generator are long enough for termination. If new wire needs to be pulled a quote will be provided.

Price: **\$8,500.00***
FLDEP Tank Commissioning: **\$3,000.00**
\$11,500.00

Non-Contractual FSA: Tariff Surcharges

Engine Tariff Surcharge: \$1,100.00
Alternator Tariff Surcharge: \$300.00
\$1,400.00

Total Price: **\$12,900.00**

NOTES:

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will requote accordingly.
2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
3. Startup performed upon notification of completed installation .
4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price
6. EXCLUSIONS: Fueled by others
7. Start Up included in price
8. Freight included in the price.
9. Terms: Net 30 Day-- No retain age without written pre-accepted agreement.

Total Price: **\$96,611.00**

Customer Preferred Discount: - \$600.00
\$96,071.00
(Tax Not Included)

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 15 Day(s)

Delivery Notes: 25-30 Weeks (Contingent on component availability)

BY: *Jim Brown*

Tim Brown
Mid Florida Diesel, Inc.

BOARD AGENDA ITEM SUMMARY

7c

MEETING DATE: May 14, 2026

SUBJECT: Englewood Isles/Alameda Isles I&I

CATEGORY: Consent

Discussion

Action

CONTACT PERSON: Keith R. Ledford, Jr., P.E.

DEPARTMENT: Administration

ITEM: Englewood Isles/Alameda Isles I&I

PURPOSE / JUSTIFICATION: As part of the approved FY26 CIP budget, \$300,000 was allocated for LS124 – Deer Creek I&I Project and an additional \$150,000 was allocated for the Englewood Isles FM Replacement. After obtaining quotes for LS 124, the budgeted \$300,000 will not be sufficient to fully address the issues. As part of the Englewood Isles FM Replacement, there is an additional segment of FM, immediately adjacent, that has had numerous main breaks over the years that resulting in SSO’s. Staff believes it would be in the District’s best interest to include this segment of main as part of this project. The current budget amount of \$150,000 will not be sufficient to complete both segments of FM at this time.

Staff is requesting approval to change the name of the previously approved LS124 – Deer Creek I&I project to Englewood Isles/Alemeda Isles I&I. Staff is also requesting that \$150,000 of that approved budget be transferred to the Englewood Isles FM Replacement project.

Staff has obtained a quote from USSI for smoke testing and manhole inspections for all of the collection systems within the Englewood Isles and Alameda Isles neighborhoods. This includes the following lift station basins: 101, 102, 103, 104, 105, 106, 207, 108, 109 and 130. These lift station basins total approximately 52,347 LF of gravity piping and their respective service laterals. All of the flow collected and pumped by these lift stations flow through the FM that will be replaced with the Englewood Isles FM Replacement project. USSI estimates that this work will take approximately 2 weeks to perform and should be completed by August 2026. The total cost of this work is \$47,448.01, piggybacking Seminole County IFB-604974-25-LAS expiring on May 20, 2028. While this is within the Administrator’s approval authority of \$50,000, staff is requesting approval of this purchase as part of the overall request. Depending on what is identified during the smoke testing and manhole inspections, the remaining budget would be used to correct the defective issues within those systems.

MOTION:

1. Approve the renaming of the LS124 – Deer Creek I&I project to Englewood Isles/Alemeda Isles I&I.
2. Approve a budget transfer in the amount of \$150,000 from the Englewood Isles/Alemeda Isles I&I project to the Englewood Isles FM Replacement Project.
3. Authorize the Administrator to contract with USSI in the amount of \$47,448.01, piggybacking Seminole County IFB-60497-25LAS, for smoke testing and manhole inspections of the Englewood Isles and Alemeda Isles lift station basins.

Prepared By: Keith R. Ledford, Jr., PE

Date: May 5, 2026

Approvals:

 Administrator

 Finance

 Operations

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

ATTACHMENTS:

- USSI-CIP-47448.01 – PAF – Admin App – 5.7.26 Board Packet
- USSI-Seminole Cty – IFB-604974-25-LAS – Exp 5.20.28 (provided electronically)



ENGLEWOOD WATER DISTRICT

PROCUREMENT APPROVAL FORM *(To be completed when requisition is above requester's procurement authority level)*

REQUESTER: Keith R Ledford Jr. DEPARTMENT: Admin - CIP
 REQUESTER APPROVAL AUTHORITY (\$): 50,000.00 COST OF REQUISITION (\$): \$47,448.01
 VENDOR NAME: USSI CREDIT CARD PURCHASE (Y/N)?: N
 ACCOUNT #: TBD - (625677-600-250) BUDGETED ITEM (Y/N)?: N
 FIXED ASSET (Y/N) N REMAINING BALANCE IN ACCOUNT BEFORE PURCHASE (\$): 300,000.00

DESCRIPTION OF REQUISITION: Use additional sheets of paper, if needed. Please attach estimate. Any purchases over \$10,000 will still be subject to 3 written quotes, bids, proposals, piggybacks, etc. Any purchases over \$50,000 will still need Board Approval. **For PO's using multiple departments' accounts, please list the account numbers and balances in this section and have the relevant dept. managers (following their procurement authority and chain of command) sign off below.**

We will be requesting Board approval to change 625677-600-250 from LS124 Deer Creek I&I to Englewood Isles/Alemeda Isles I&I. This portion of the project would include smoke testing and manhole inspections for the following lift station basins: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 130. These lift station basins total approximatley 52, 347 LF of gravity piping and their respective service laterals.

ANY PROCUREMENT OVER \$10,000: *Have Purchasing complete procurement method and sign-off before Supervisory approval.*

PROCUREMENT METHOD: Piggyback Seminole County IFB-604974-25-LAS, exp 5.20.28

Bee Ling Wheaton Digitally signed by Bee Ling Wheaton
Date: 2026.05.07 16:48:24 -04'00'

Date: _____

PROCUREMENT MANAGER SIGNATURE

 MANAGER'S SIGNATURE
 Print Name: _____
 Date: _____

 MANAGER'S SIGNATURE
 Print Name: _____
 Date: _____

 MANAGER'S SIGNATURE
 Print Name: _____
 Date: _____

 MANAGER'S SIGNATURE
 Print Name: _____
 Date: _____

Keith R Ledford Jr Digitally signed by Keith R Ledford Jr
Date: 2026.05.07 20:32:51 -04'00'
 ADMINISTRATOR'S SIGNATURE *(For requisitions above \$5,000)*

Date: 05/07/26

Please attach the completed and signed Procurement Approval Form and estimate, in SAP when the requisition is generated for the purchase. When purchasing by PO, a PO must be in place **before** the order is placed.

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2543

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|----------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 4,407 | 0.48 | 2,115.36 |
| Lift Station Basin Report-SC Manhole Inspections | 4,407 | 0.35 | 1,542.45 |
| Mobilization & Demobilization-SC | 1 | 3,500.00 | 3,500.00 |
| Maintenance of Traffic-SC | 1 | 500.00 | 500.00 |

LS-101

This estimate includes mobilization and maintenance of traffic (MOT) for Lift Stations 101, 102, 103, 104, 105, 106, 107, 108, 109, and 130. If any of these lift stations are removed from the scope of work, each lift station will be subject to its own separate mobilization and MOT charge.

TOTAL \$7,657.81

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2544

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|--------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 11,055 | 0.48 | 5,306.40 |
| Lift Station Basin Report-SC Manhole Inspections | 11,055 | 0.35 | 3,869.25 |

LS-102

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$9,175.65

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2545

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 2,732 | 0.48 | 1,311.36 |
| Lift Station Basin Report-SC Manhole Inspections | 2,732 | 0.35 | 956.20 |

LS-103

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$2,267.56

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2546

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 3,178 | 0.48 | 1,525.44 |
| Lift Station Basin Report-SC Manhole Inspections | 3,178 | 0.35 | 1,112.30 |

LS-104

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$2,637.74

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2547

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 3,097 | 0.48 | 1,486.56 |
| Lift Station Basin Report-SC Manhole Inspections | 3,097 | 0.35 | 1,083.95 |

LS-105

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$2,570.51

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2548

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|--------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 13,269 | 0.48 | 6,369.12 |
| Lift Station Basin Report-SC Manhole Inspections | 13,269 | 0.35 | 4,644.15 |

LS-106

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$11,013.27

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2549

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 6,740 | 0.48 | 3,235.20 |
| Lift Station Basin Report-SC Manhole Inspections | 6,740 | 0.35 | 2,359.00 |

LS-107

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$5,594.20

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2550

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 2,318 | 0.48 | 1,112.64 |
| Lift Station Basin Report-SC Manhole Inspections | 2,318 | 0.35 | 811.30 |

LS-108

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$1,923.94

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2551

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|----------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 4,091 | 0.48 | 1,963.68 |
| Lift Station Basin Report-SC Manhole Inspections | 4,091 | 0.35 | 1,431.85 |

LS-109

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$3,395.53

Accepted By

Accepted Date

USSI, LLC

752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com



ADDRESS

Englewood Water District
Attn:Keith Ledford Jr., P.E.
201 Selma Avenue
Englewood, FL 34223

Estimate 2552

DATE 04/27/2026

EXPIRATION DATE 04/27/2026

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-------|------|--------|
| Smoke Testing-SC Smoke Testing with Detailed Report of Defects | 1,460 | 0.48 | 700.80 |
| Lift Station Basin Report-SC Manhole Inspections | 1,460 | 0.35 | 511.00 |

LS-130

This estimate includes mobilization and maintenance of traffic (MOT) under Lift Station 101.

TOTAL \$1,211.80

Accepted By

Accepted Date

| Lift Station | MOB/MOT | LF | Smoke Testing | MH Inspections | Total Cost |
|--------------|-------------|-------|---------------|----------------|--------------|
| 101 | \$ 4,000.00 | 4407 | \$ 2,115.36 | \$ 1,542.45 | \$ 7,657.81 |
| 102 | \$ - | 11055 | \$ 5,306.40 | \$ 3,869.25 | \$ 9,175.65 |
| 103 | \$ - | 2732 | \$ 1,311.36 | \$ 956.20 | \$ 2,267.56 |
| 104 | \$ - | 3178 | \$ 1,525.44 | \$ 1,112.30 | \$ 2,637.74 |
| 105 | \$ - | 3097 | \$ 1,486.56 | \$ 1,083.95 | \$ 2,570.51 |
| 106 | \$ - | 13269 | \$ 6,369.12 | \$ 4,644.15 | \$ 11,013.27 |
| 107 | \$ - | 6740 | \$ 3,235.20 | \$ 2,359.00 | \$ 5,594.20 |
| 108 | \$ - | 2318 | \$ 1,112.64 | \$ 811.30 | \$ 1,923.94 |
| 109 | \$ - | 4091 | \$ 1,963.68 | \$ 1,431.85 | \$ 3,395.53 |
| 130 | \$ - | 1460 | \$ 700.80 | \$ 511.00 | \$ 1,211.80 |
| | | 52347 | | | \$ 47,448.01 |

AGREEMENT TO PIGGYBACK
SEMINOLE COUNTY Contract No. IFB-604974-25/LAS
WASTEWATER COLLECTION I & I, SMOKE TESTING

THIS AGREEMENT is made as of **December 4, 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 **USSI, LLC. a Florida Limited Liability Company**, whose address is 752 Commerce Drive, Suite 15, Venice, FL 34292 (“CONTRACTOR”).

WHEREAS, CONTRACTOR, entered into a Contract dated May 21, 2025 with Seminole County (“Contracting Entity”) resulting from the award of the Contracting Entity’s Solicitation IFB-604974-25/LAS. 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 in-flow abatement services 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 “Seminole County” shall be replaced with the “Englewood Water District”.

3. **Term.** This Agreement is effective through May 20, 2028, current end date of the Contracting Entity’s Contract. Should Seminole County’s Contract be extended (option to extend two additional one-year periods to May 20, 2030), this Agreement will also be extended.

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

5. **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 or facsimile transmission 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 hereunder shall be sent by certified mail, return receipt requested, and shall be e-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@ewdfl.com

As to CONTRACTOR:

Tim McRoberts
Business Development
USSI, LLC.
752 Commerce Drive, Ste 15
Venice, FL 34292
Tel: (941) 926-2646
Email: tim@ussiusa.com

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

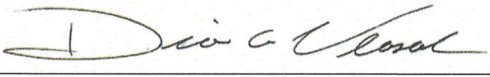
FOR ENGLEWOOD WATER DISTRICT

By: 

Name: Keith R. Ledford Jr., P.E.

Title: Administrator

FOR USSI, LLC.

By: 

Name: Dion Vlasak

Title: CEO



**Wastewater Inflow Abatement
Technologies & Services**



USSSI Annual Piggyback Contract

**Active from May 21st 2025 through May 21st 2028
Additional 2 years**

TERM CONTRACT For Smoke Testing and I&I Services

Services Included:

Smoke Testing, Manhole Inspections, Inflow dish, LDL Cleanout Plug, Chimny Seal, Midnight Monitoring.

Contact USSSI:

752 Commerce Drive Suite #15
Venice, FL 34292

941-926-2646
USSSIUSA.COM

Index Quick Links

| | |
|---|------------------------|
| Line Item Pricing..... | 3,4 |
| Bid Tabulation/Evaluation/Recommendation Award | 5 |
| Competitive Pricing..... | 6 |
| Start of Original Contract..... | 8 |
| Terms of Contract/Timeframe | 9 |
| Original Pricing Proposal | 44 |
| Insurance Requirements | 46 |
| E-Verify Compliance | 47 |
| Foreign Country of Concern Attestation | 48 |
| Human Trafficking Affidavit | 49 |
| Invitation for Bid -IFB-604974-25/LAS Wastewater Collection I&I- Smoke Testing- Seminole County FL..... | 50-101 |

Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

| Line Item | Description | Quantity | Unit | Unit Cost | Total |
|-----------|--|----------|----------|------------|-------------|
| 1 | Mobilization & Demobilization (If Any) | 1 | Lump Sum | \$3,500.00 | \$3,500.00 |
| 2 | Maintenance of Traffic (MOT) | 1 | Lump Sum | \$500.00 | \$500.00 |
| 3 | Smoke Testing and Report Preparation | 1 | LF | \$0.48 | \$0.48 |
| 4 | Seal Manhole Chimneys 24" and smaller | 300 | EA | \$300.00 | \$90,000.00 |
| 5 | Seal Manhole Chimneys 25" and larger | 500 | EA | \$50.00 | \$25,000.00 |
| 6 | Insert HDPE 25 1/2" and smaller dishes into Manholes | 300 | EA | \$85.00 | \$25,500.00 |
| 7 | Insert TPO 26" and larger OD oversized dish into Manholes | 500 | EA | \$100.00 | \$50,000.00 |
| 8 | Replace Cleanout Caps- 6" Cleanout cap | 50 | EA | \$25.00 | \$1,250.00 |
| 9 | Replace Cleanout Caps- 4" Cleanout cap | 200 | EA | \$15.00 | \$3,000.00 |
| 10 | Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set | 50 | EA | \$135.00 | \$6,750.00 |
| 11 | Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set | 200 | EA | \$85.00 | \$17,000.00 |
| 12 | LS Basin Report/Manhole Inspections | 250000 | LF | \$0.35 | \$87,500.00 |

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
 eCertified at 05/27/2025 15:55:49 -04:00
 eCertified Id: 18E6-6AE7-9381
 Page 37 of 42

EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

| Line Item | Description | Quantity | Unit | Unit Cost | Total |
|-----------|---|----------|------|-----------|--------------|
| 13 | Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring | 250000 | LF | \$0.17 | \$42,500.00 |
| | | | | | \$352,500.48 |

EVALUATION TABULATION
Invitation For Bid - Wastewater Collection I&I- Smoke Testing
Page 2

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
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Page 38 of 42



Seminole County
Resource Management - Purchasing & Contracts

Stephen Koontz, Purchasing and Contracts Manager

1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604974-25/LAS

Wastewater Collection I&I- Smoke Testing

RESPONSE DEADLINE: April 9, 2025 at 2:00 pm

SELECTED VENDOR TOTALS

| Vendor | Total |
|--|----------------|
| USSI LLC | \$352,500.48 |
| Flotech Environmental, LLC | \$498,501.25 |
| EnviroWaste Services Group, Inc. | \$838,800.42 |
| National Water Main Cleaning Company | \$1,633,000.77 |
| GCU, LLC DBA Gulf Coast Underground, LLC | \$3,503,755.00 |

Recommendation/Intent to Award: USSI, INC. Tabulated by: Louis Straffi, Sr. Procurement Analyst – BCC Date 5/13/2025 (Tentative)

X 
 Chris Graybosch, Field Operations Manager

X 
 Brad Rupert, Collections Supervisor

X 
 Sandro Aganovic, Utility Planner

EVALUATION TABULATION
 IFB No. IFB-604974-25/LAS
 Wastewater Collection I&I- Smoke Testing

PRICING PROPOSAL

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

| Pricing Proposal | | | | | EnviroWaste Services Group, Inc. | | Flotech Environmental, LLC | | GCU, LLC DBA Gulf Coast Underground, LLC | | National Water Main Cleaning Company | | USSI LLC | |
|------------------|-----------|---|----------|----------|----------------------------------|--------------|----------------------------|--------------|--|----------------|--------------------------------------|--------------|------------|-------------|
| Selected | Line Item | Description | Quantity | Unit | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 1 | Mobilization & Demobilization (If Any) | 1 | Lump Sum | \$50.00 | \$50.00 | \$1,000.00 | \$1,000.00 | \$15,000.00 | \$15,000.00 | \$12,000.00 | \$12,000.00 | \$3,500.00 | \$3,500.00 |
| X | 2 | Maintenance of Traffic (MOT) | 1 | Lump Sum | \$500.00 | \$500.00 | \$1,000.00 | \$1,000.00 | \$30,000.00 | \$30,000.00 | \$5,000.00 | \$5,000.00 | \$500.00 | \$500.00 |
| X | 3 | Smoke Testing and Report Preparation | 1 | LF | \$0.42 | \$0.42 | \$1.25 | \$1.25 | \$5.00 | \$5.00 | \$0.77 | \$0.77 | \$0.48 | \$0.48 |
| X | 4 | Seal Manhole Chimneys 24" and smaller | 300 | EA | \$635.00 | \$190,500.00 | \$150.00 | \$45,000.00 | \$1,500.00 | \$450,000.00 | \$150.00 | \$45,000.00 | \$300.00 | \$90,000.00 |
| X | 5 | Seal Manhole Chimneys 25" and larger | 500 | EA | \$750.00 | \$375,000.00 | \$210.00 | \$105,000.00 | \$2,000.00 | \$1,000,000.00 | \$250.00 | \$125,000.00 | \$50.00 | \$25,000.00 |
| X | 6 | Insert HDPE 25 1/2" and smaller dishes into Manholes | 300 | EA | \$85.00 | \$25,500.00 | \$150.00 | \$45,000.00 | \$150.00 | \$45,000.00 | \$95.00 | \$28,500.00 | \$85.00 | \$25,500.00 |
| X | 7 | Insert TPO 26" and larger OD oversized dish into Manholes | 500 | EA | \$110.00 | \$55,000.00 | \$175.00 | \$87,500.00 | \$500.00 | \$250,000.00 | \$175.00 | \$87,500.00 | \$100.00 | \$50,000.00 |
| X | 8 | Replace Cleanout Caps- 6" Cleanout cap | 50 | EA | \$50.00 | \$2,500.00 | \$30.00 | \$1,500.00 | \$75.00 | \$3,750.00 | \$950.00 | \$47,500.00 | \$25.00 | \$1,250.00 |
| X | 9 | Replace Cleanout Caps- 4" Cleanout cap | 200 | EA | \$40.00 | \$8,000.00 | \$20.00 | \$4,000.00 | \$50.00 | \$10,000.00 | \$950.00 | \$190,000.00 | \$15.00 | \$3,000.00 |

EVALUATION TABULATION
 IFB No. IFB-604974-25/LAS
 Wastewater Collection I&I- Smoke Testing

| Selected | Line Item | Pricing Proposal | | | EnviroWaste Services Group, Inc. | | Flotech Environmental, LLC | | GCU, LLC DBA Gulf Coast Underground, LLC | | National Water Main Cleaning Company | | USSI LLC | |
|----------|-----------|---|----------|------|----------------------------------|--------------|----------------------------|----------------|--|----------------|--------------------------------------|--------------|-----------|-------------|
| | | Description | Quantity | Unit | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| X | 10 | Install Cleanout Pipes-LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set | 50 | EA | \$65.00 | \$3,250.00 | \$50.00 | \$2,500.00 | \$300.00 | \$15,000.00 | \$1,200.00 | \$60,000.00 | \$135.00 | \$6,750.00 |
| X | 11 | Install Cleanout Pipes-LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set | 200 | EA | \$55.00 | \$11,000.00 | \$30.00 | \$6,000.00 | \$300.00 | \$60,000.00 | \$1,100.00 | \$220,000.00 | \$85.00 | \$17,000.00 |
| X | 12 | LS Basin Report/Manhole Inspections | 250000 | LF | \$0.42 | \$105,000.00 | \$0.30 | \$75,000.00 | \$1.50 | \$375,000.00 | \$1.25 | \$312,500.00 | \$0.35 | \$87,500.00 |
| X | 13 | Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring | 250000 | LF | \$0.25 | \$62,500.00 | \$0.50 | \$125,000.00 | \$5.00 | \$1,250,000.00 | \$2.00 | \$500,000.00 | \$0.17 | \$42,500.00 |
| Total | | | | | | \$838,800.42 | \$498,501.25 | \$3,503,755.00 | \$1,633,000.77 | \$352,500.48 | | | | |

TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE COUNTY WASTEWATER COLLECTION SYSTEM (IFB-604974-25/LAS)

THIS AGREEMENT is dated as of the 21st day of May 2025, by and between USSI LLC., duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 2 of 25

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 2 of 42

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 3 of 25



- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller’s Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR’s invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY’s performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY’s receipt of sufficient appropriation.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 5 of 25

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR’s failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR’s failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR’s provision of materials or services under this Agreement caused by CONTRACTOR’s act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY’s Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY’s review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY’s decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY’s authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer’s cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers’ Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other



coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 14 of 25

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Page 14 of 42

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 15 of 25



(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 18 of 25



Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

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

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 19 of 25

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 20 of 25

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Page 20 of 42

**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 21 of 25

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Page 21 of 42

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 22 of 25

authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.


Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

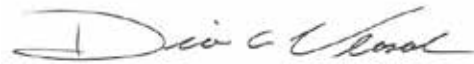
IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:


USSI LLC



Witness
Eric McRoberts
Print Name

By: 

DION VLASAK, President/CEO



Witness
Jackie Vlasak
Print Name

Date: 5-20-2025

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SEMINOLE COUNTY, FLORIDA

Louis Straffi

Witness

Louis Straffi

Print Name

Kelli Burrier

Witness

Kelli Burrier

Print Name

By: *G. Marrozos*

GLADYS MARROZOS,
Procurement Administrator

Date: *5-21-25*

As authorized for execution by the Board of
County Commissioners at its *May 13th*,
2025, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit

Term Contract for Smoke Testing and I&I Services for Seminole County Wastewater Collection System
(IFB-604974-25/LAS)
Page 25 of 25

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Page 25 of 42

Exhibit A- Scope of Services

INTRODUCTION AND INTENT

The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID



Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to

account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
 - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
 - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different

material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover $\frac{1}{4}$ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.



EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
 MUST REFER TO THIS ORDER NUMBER

**S
H
I
P**



| | |
|-------------|------------|
| ORDER DATE | 01/14/2021 |
| REQUISITION | 63930 - OR |
| REQUESTOR | |
| VENDOR # | 409286 |
| ANALYST | |

**V
E
N
D
O
R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656

ORDER INQUIRIES

| ITEM # | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------|-----|------|------------------|------------|----------------|
| 1.00 | | EA | | 0.00 | |

| | | | |
|---|--|---------------------|--------------|
| THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER. | | TOTAL AMOUNT | 00.00 |
|---|--|---------------------|--------------|

PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Certified Copy - Grant Maloy
 Clerk of the Circuit Court and Comptroller
 Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
 eCertified at 05/27/2025 15:55:49 -04:00
 eCertified Id: 18E6-6AE7-9381
 Page 35 of 42

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021



Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

| Line Item | Description | Quantity | Unit | Unit Cost | Total |
|-----------|--|----------|----------|------------|-------------|
| 1 | Mobilization & Demobilization (If Any) | 1 | Lump Sum | \$3,500.00 | \$3,500.00 |
| 2 | Maintenance of Traffic (MOT) | 1 | Lump Sum | \$500.00 | \$500.00 |
| 3 | Smoke Testing and Report Preparation | 1 | LF | \$0.48 | \$0.48 |
| 4 | Seal Manhole Chimneys 24" and smaller | 300 | EA | \$300.00 | \$90,000.00 |
| 5 | Seal Manhole Chimneys 25" and larger | 500 | EA | \$50.00 | \$25,000.00 |
| 6 | Insert HDPE 25 1/2" and smaller dishes into Manholes | 300 | EA | \$85.00 | \$25,500.00 |
| 7 | Insert TPO 26" and larger OD oversized dish into Manholes | 500 | EA | \$100.00 | \$50,000.00 |
| 8 | Replace Cleanout Caps- 6" Cleanout cap | 50 | EA | \$25.00 | \$1,250.00 |
| 9 | Replace Cleanout Caps- 4" Cleanout cap | 200 | EA | \$15.00 | \$3,000.00 |
| 10 | Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set | 50 | EA | \$135.00 | \$6,750.00 |
| 11 | Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set | 200 | EA | \$85.00 | \$17,000.00 |
| 12 | LS Basin Report/Manhole Inspections | 250000 | LF | \$0.35 | \$87,500.00 |

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 37 of 42

EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

| Line Item | Description | Quantity | Unit | Unit Cost | Total |
|-----------|---|----------|--------------|-----------|-------------|
| 13 | Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring | 250000 | LF | \$0.17 | \$42,500.00 |
| | | | \$352,500.48 | | |

EVALUATION TABULATION
Invitation For Bid - Wastewater Collection I&I- Smoke Testing
Page 2

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/27/2025 15:55:49 -04:00
eCertified Id: 18E6-6AE7-9381
Page 38 of 42

EXHIBIT D

INSURANCE REQUIREMENTS

IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY
SEWER SYSTEMS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

| | |
|------------------------|------------------------------------|
| Workers' Compensation: | Statutory |
| Employers' Liability: | \$ 1,000,000 Each Accident |
| | \$ 1,000,000 Disease Aggregate |
| | \$ 1,000,000 Disease Each Employee |

B. Commercial General Liability Insurance:

| | |
|--|--|
| | \$ 1,000,000 Per Occurrence |
| | \$ 2,000,000 General Aggregate |
| | \$ 2,000,000 Products and Completed Operations |
| | \$ 1,000,000 Personal and Advertising Injury |

C. Business Automobile Liability Insurance:

| | |
|--|--|
| | \$ 1,000,000 Combined Single Limit (<u>Any Auto or Owned, Hired, and Non-Owned Autos</u>) |
|--|--|

D. Commercial Umbrella:

| | |
|--|--------------------------------|
| | \$ 1,000,000 Each Occurrence |
| | \$ 2,000,000 General Aggregate |

E. Pollution Liability:

| | |
|--|--------------------------------|
| | \$ 1,000,000 Per Occurrence |
| | \$ 1,000,000 General Aggregate |

~~ End Exhibit __ ~~



Agreement Name: Wastewater Collection I&I- Smoke Testing

Agreement Number: IFB-604974-25/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604974-25/LAS are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 20th day of May, 2025.

USSI,LLC
Consultant Name

By: *Eric McRoberts*
Print/Type Name: Eric McRoberts
Title: VP

STATE OF Florida

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this 20th day of May, 2025, by Eric McRoberts (Full Name of Affiant).



Dion Vlasak
Print/Type Name Dion Vlasak
Notary Public in and for the County
and State Aforementioned
My commission expires: 09-10-2026

E-Verify Affidavit
Revised 5/19/2021

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Eric McRoberts

Title: VP

Signature: 

Date: 5-20-2025



HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # IFB-604974-25/LAS

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of USSI,LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: USSI,LLC

Authorized Signature: *Eric McRoberts*

Date: 5-20-2025

Printed Name: Eric McRoberts

Title: VP

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2025, by Eric McRoberts, as USSI, LLC VP on behalf of the Nongovernmental Entity. They are personally known to me or have produced _____ as identification.

Dion Vlasak

Notary Public Signature

Print, Type or Stamp Name of Notary: Dion Vlasak

My commission expires: 09-10-2026

(Affix Notary Stamp or Seal)



INVITATION FOR BID
IFB-604974-25/LAS
WASTEWATER COLLECTION I&I- SMOKE
TESTING



1301 East Second St.
Sanford, FL 32771

RELEASE DATE: March 11, 2025
DEADLINE FOR QUESTIONS: March 31, 2025
RESPONSE DEADLINE: April 9, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/seminolefl>

Seminole County
IFB #IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

TABLE OF CONTENTS

I. Introduction.....

II. Scope of Services.....

III. Instructions to Bidders

IV. Additional Terms & Conditions - Maintenance Svcs.....

V. Instructions for the Preparation of Bids

VI. Pricing Proposal

Attachments:

A - Draft Agreement

1. Introduction

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder’s written bid should be specific, detailed, and complete to demonstrate the Bidder’s understanding of the requested work clearly and fully and/or delivery requirements.

1.1. Summary

Contracting services to Seminole County Utilities Department for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

Selected vendor is responsible for all labor, equipment, materials and supervision and any other efforts necessary to fulfill the requirements set forth in this solicitation.

1.2. Contact Information

Project Contact:

Louis Straffi
 Sr. Procurement Analyst
 1301 E 2nd Street
 Sanford, FL 32771
 Email: lstraffi@seminolecountyfl.gov
 Phone: [\(407\) 665-7114](tel:(407)665-7114)

Procurement Contact:

Louis Straffi
 Sr. Procurement Analyst
 1301 E 2nd Street
 Sanford, FL 32771
 Email: lstraffi@seminolecountyfl.gov
 Phone: [\(407\) 665-7114](tel:(407)665-7114)

Department:

Environmental Services - Utilities Operations

1.3. Timeline

| | |
|-------------------------------------|------------------------|
| Release Project Date | March 11, 2025 |
| Question Submission Deadline | March 31, 2025, 5:00pm |
| Proposal Submission Deadline | April 9, 2025, 2:00pm |

2. Scope of Services

2.1. Inspecting Manholes

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing:

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location.

All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action.

Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. **At a minimum, manhole inspections shall include the following data attributes:**

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties

2.2. Sealing Manhole Chimneys

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- IO psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%

- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.

- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
- NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

2.3. Installation of Rain Dishes

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.

- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

2.4. [Smoke Testing](#)

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility.

Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of

the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

2.5. Installation of Cleanout Caps

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

2.6. Installation of Cleanout Plug (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).

- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

2.7. [Report](#)

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

2.8. Lift Station Basin Infiltration Investigation

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects.

Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

2.9. Exceptions

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

2.10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County Service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover 1/4" or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the Customer Service Department at 407-665-2110 or via email at wscustomerservice@seminolecountyfl.gov

3. Instructions to Bidders

3.1. Contact

All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, Louis Straffi, regarding this IFB or their written bid at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the COUNTY.

3.2. Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this IFB.

3.3. Public Opening

Electronic bids shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7114. The Public Opening via ZOOM

<https://us06web.zoom.us/j/84499184101?pwd=UVhDbk9IS3lnZkZUMW9VW01vWlp3UT09/>
 Meeting ID: 844 9918 4101 / Passcode: 760550

3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY'S Website: (<https://secure.procurenw.com/portal/seminolefl>)

3.5. Bid Submission and Withdrawal

The COUNTY will accept bids electronically via the COUNTY'S e-Procurement Portal until 2:00 pm on Wednesday, April 9, 2025. Bids received after the scheduled due date and time for submission shall not be considered. Bids submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Bidder for this solicitation and will appear on the Follower's list. Bidders that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this IFB. If a Bidder encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Bidders may access the Help Center for [vendor training](#) guides provided by OpenGov-Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-time chat

function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at support@procurenw.com for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Bidders shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Bidder is using to submit a response. Failure of the Bidder to successfully submit an electronic proposal before the deadline indicated herein shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Bidder will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7114, before the 2:00 pm deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written bid.

Bidders may withdraw their bid electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

3.6. Inquiries

All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents **including the attached Draft Agreement**, shall be requested in writing, and **received** no later than 5:00 pm on Monday, March 31, 2025. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB. If the Q&A deadline has passed, a Bidder may contact the COUNTY directly if necessary at lstraffi@seminolecountyfl.gov. The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

3.7. Addenda

Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the IFB's Followers list. All Bidders should check the COUNTY's Website or notify Louis Straffi to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website (<https://secure.procurenw.com/portal/seminolefl>). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

3.8. Selection Process and Award

The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity, and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, and efficiency of the Apparent Low Bidder.

- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability, and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure, and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

3.9. Bid Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this IFB

3.10. Accuracy of Bid Information

By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing, and able to perform if selected.

3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Bidder's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

3.12. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

3.13. Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

3.14. Posting of the IFB's Recommendation and Intent to Award

The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (<https://procurement.opengov.com/portal/seminolefl>) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

3.15. Public Records

Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3.16. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3.17. Acceptance/Rejection/Disqualification

The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

3.18. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

3.19. Responsibility

The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

3.20. Bids to Remain Firm

All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty-day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

3.21. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

3.22. Affirmation

By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract as prepared by Seminole County.**

3.23. Mistakes in the Bid

Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and

the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

3.24. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

3.25. Drug-Free WorkPlace Compliance

Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

3.26. Public Entity Crime

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

3.27. Uniform Commercial Code

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

3.28. Proprietary/Restrictive Specifications

Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

3.29. Payment Terms/Discounts

The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

3.30. Price Redeterminations

1. **During the Renewal Term:** Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term:** Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide

written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

\$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

3.31. Purchasing Agreements With Other Governmental Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

3.32. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

3.33. Price/Delivery

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the

stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3.34. Bid Forms

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

3.35. Method of Ordering

The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

4. Additional Terms & Conditions - Maintenance Svcs.

4.1. DEFINITIONS/INTERPRETATIONS

Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance; Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by County's Representative of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Building Elements - An architectural, structural, electrical, mechanical or plumbing component of a building, facility, space, or site.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, of which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - The Agreement and those documents referenced in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof, who is currently and actively licensed by the State of Florida and who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

COUNTY - Seminole County, a political subdivision of the State of Florida; the Owner.

Date of Commencement of the Contract Time - The Begin Date given by the Purchase Order when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the contract plans or specifications or does not meet the requirements of any inspection, code, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day - January 1st

Martin Luther King's Birthday - Third Monday in January

Memorial Day - Last Monday in May

Independence Day - July 4th

Labor Day - First Monday in September

Veteran's Day - As Designated

Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving Day - Fourth Friday in November

Christmas Day December 25th

Laws and Regulations; Laws or Regulations - Laws, Rules, Codes, Regulations, Ordinances, and/or court or administrative orders of the federal, state and local governments.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Permits- An authoritative or official certificate of permission.

Progress Schedule - All documentation related to the planning, scheduling and implementation of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of the County who is assigned to the Project. The County's representative acting directly or through duly authorized representatives.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub-agreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with

part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a Sub-agreement with another Subcontractor to perform any of the Work at the site.

Supplier - A manufacturer, fabricator, Supplier, distributor, material-man or vendor.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

4.2. PRELIMINARY MATTERS

Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

Commencement of the Contract Time; Purchase Order. The Contract Time will begin on the date indicated in the Purchase Order.

The CONTRACTOR shall start to perform the Work on the date indicated on the Purchase Order. Prior to the issuance of a Purchase Order, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, PROJECT MANAGER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Purchase Order.

Before Starting Work. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent information and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or PROJECT MANAGER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

Before commencement of the Work, CONTRACTOR shall submit to the PROJECT MANAGER for review a preliminary Progress Schedule indicating the starting and finishing dates of each Work activity, and a proposed schedule.

Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for a working understanding among the parties as to the Work.

Physical Conditions. The CONTRACTOR shall take the steps necessary to ascertain the nature and the location of the Work. The CONTRACTOR shall also determined for himself the existing physical conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon mobilization, demolition, transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power; (3) uncertainties of weather; (4) the conformation of surface and subsurface ground conditions; (5) the character and limitations of the equipment, machinery and existing physical conditions within the limits of construction or within the buildings that are utilized during the Work.

The CONTRACTOR shall employ only competent personnel and utilize only suitable equipment in performing the layout of the Work. Contractor shall not engage the services of any person or persons in the employ of the COUNTY for performance of the layout of the Work. Adequate field notes and records shall be kept on a daily basis as the layout work is accomplished. These field notes and records shall be available for review by the PROJECT MANAGER as the Work progresses and copies shall be furnished at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout work by the PROJECT MANAGER and the acceptance of all or any part thereof shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans/Specifications.

4.3. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means and methods, techniques, schedules, sequences and procedures of construction and for providing the required safety precautions, for coordinating all portions of the Work with all regulatory, jurisdictional and governmental authorities, for further coordination as required with commercial businesses, private residents and employees of the Owner and for enforcement of order and cooperation among the CONTRACTOR's employees and all of the Subcontractors and Suppliers. The CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents and its intent.

Personnel and Working Hours. CONTRACTOR shall at all times maintain good discipline and order at the site.

CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed according to the established Construction Schedule and within the Contract Time. Failure to fully man the Project with supervisory personnel, skilled workers or common laborers of which actions shall lead to a delay in the Work Schedule shall be cause for a claim for damages against CONTRACTOR or termination of CONTRACTOR by the Owner.

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during normal working hours, unless

otherwise specified. Normal working hours shall be defined as period occurring between the hours beginning at **7:00 a.m.** and ending at **5:00 p.m.**, exclusive of Saturdays, Sundays, or Holidays.

Items of Material or Equipment. All Materials and Equipment shall be of good quality and new. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

Project is to be constructed with asbestos free materials.

Concerning Subcontractors - The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits, fees, and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of public and private utility service companies for all required utility services that complete and accomplish the Work according to the Contract Documents. The CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

Laws and Regulations. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom.

CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances, codes, and regulations applying to the Work. The CONTRACTOR shall be solely responsible for bidding and constructing the Work per the current building codes as required by the Contract Documents and the construction practices normally applicable to each trade vendors or installer's trade.

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements or required by the Contract Documents or limited by the Owner. The CONTRACTOR shall not unreasonably encumber the premises with construction equipment or materials or other equipment. The CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. The CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Periodically, during construction, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises for disposal. At completion of the Work all tools, appliances, construction equipment and machinery, and surplus materials shall be removed by the Contractor and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition or better all property not designated for alteration by the Contract Documents, but, was impacted due to the construction operations and close proximity to the Project.

CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger human life or damage the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger human life or damage it.

Safety and Protection. CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as PROJECT MANAGER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of PROJECT MANAGER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

CONTRACTOR shall notify PROJECT MANAGER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the PROJECT MANAGER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to PROJECT MANAGER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by written Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Time.

Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

Responsibility for Coordinating and Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and

services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for and coordinated by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roadways, sidewalks, driveways, ditches, electrical, lighting, sanitary sewer, mechanical, fire suppression, water distribution, gas, plumbing, communications, data, phone, storm water, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality, color, and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing. Materials or equipment shall not be stored under the canopy or within the 'drip line' of any trees without prior approval by the Project Manager.

The insurance, protection and security of stored materials shall be the sole responsibility of the CONTRACTOR. The COUNTY shall not be liable or at risk for any loss of materials due to theft, weather, negligence, nor for any damages to the stored materials.

Defective Materials. Materials which are or have been improperly stored. All such materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the PROJECT MANAGER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the PROJECT MANAGER made under the provisions of this Section, the PROJECT MANAGER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

CONTRACTOR's Responsibility for Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

Interferences. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with County employees, pedestrian/visitor traffic due to County business and vehicular traffic. The CONTRACTOR's vehicles, personnel, materials and equipment shall be operated in such a manner that they will not be a hazard or hindrance to daily operations and performance of County business.

Coordination with other Contractors. The CONTRACTOR shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in

accordance with the spirit of the Plans or Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

Final Cleaning Up of Job Site. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; CONTRACTOR shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

4.4. WORK BY OTHERS

Related Work At Site. COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let others direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Coordination with other contractors will be the sole responsibility of CONTRACTOR and neither COUNTY nor PROJECT MANAGER shall have any authority or responsibility with respect to such coordination.

Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension or adjustment in Contract Time and if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

Contract Time Coordination. CONTRACTOR shall give prompt written notice to COUNTY, PROJECT MANAGER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others.

When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to PROJECT MANAGER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

4.5. PROJECT MANAGER'S STATUS DURING CONSTRUCTION

COUNTY'S Representative. PROJECT MANAGER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and PROJECT MANAGER.

Visits to Site. PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of the Work to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Project Representation. COUNTY may designate another agent to represent COUNTY at the site who is not the PROJECT MANAGER or its agent or employee.

Duties, Responsibilities and Limitations of Authority of PROJECT MANAGER. The PROJECT MANAGER will perform the duties and responsibilities described herein. PROJECT MANAGER shall generally issue all communications to CONTRACTOR including but not limited to communications directed to CONTRACTOR from COUNTY. CONTRACTOR shall generally issue all communications to COUNTY through PROJECT MANAGER

PROJECT MANAGER will provide instructions on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared; prepare documents as required and review them with COUNTY, as applicable.

PROJECT MANAGER will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

PROJECT MANAGER will conduct general on-site observations of the Work in progress and will observe for non-conformance reports to determine if the Work is proceeding in accordance with the Contract Documents.

PROJECT MANAGER will notify CONTRACTOR of disapproval or rejection of defective Work and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

PROJECT MANAGER will accompany visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections.

PROJECT MANAGER will transmit to CONTRACTOR clarifications and interpretations as issued by the COUNTY.

PROJECT MANAGER will report promptly to COUNTY upon gaining knowledge of the occurrence of any accident at the site.

PROJECT MANAGER will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

PROJECT MANAGER will consult as appropriate with COUNTY's staff in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

PROJECT MANAGER will review and evaluate CONTRACTOR's Application for Payment and advise COUNTY staff accordingly.

PROJECT MANAGER will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise COUNTY staff accordingly.

PROJECT MANAGER will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to COUNTY concerning Acceptance.

During the course of the Work, the PROJECT MANAGER will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed.

Clarifications and Interpretations. PROJECT MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as PROJECT MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

Authorized Variations in Work. PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work. PROJECT MANAGER will have authority to disapprove or reject Work at any time during the construction of the Work, which PROJECT MANAGER believes to be Defective. PROJECT MANAGER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by PROJECT MANAGER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

Notice to Cure - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Purchasing and Contracts Division shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination.

The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

4.6. CHANGE OF CONTRACT AMOUNT, DELAYS AND EXTENSION OF TIME

Contract Amount. The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County.

County Obligation. The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor's progress schedule of its contract.

Extension of Time Sole Remedy. Should Contractor's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor's control, and without any fault or negligence on its part contributing thereto, Contractor's sole remedy shall be an extension of Contract Time in which to complete the Contract.

Contract Time Extension. The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor's progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

4.7. SCHEDULES

Schedules. Project Schedule Definitions:

- A. **Work Activities** - The significant events of the Project. All significant work activities must be identified in sufficient detail to track work activity progress towards completion and consequentially, the completion of the Project.
- B. **Start Date and Finish Date** - The dates a work activity will begin and will be completed.
- C. **Duration** - The length of time it takes for a work activity to be completed, from Start Date to Finish Date.
- D. **Sequence** - The order in which a group of work activities must be completed. This includes work activities that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- E. **Critical Path** - The complete sequence of work activities whose accumulative duration determines the length of time needed to complete the entire Project from NTP to Final Completion.
- F. **Critical Path Items** - The work activities on the Critical Path.

- G. **Controlling Work Items** – Those activities that are either critical path or indirectly influences the critical path. Such as a controlling work item provided by the Owner.
- H. **Float Time** - The duration of a work activity that is not on the Critical Path which could be delayed without affecting the date of Substantial Completion. Time and conditions for Float Time shall be clearly established in the Contract Documents.

CONTRACTOR shall prepare and submit for COUNTY's review a time scaled Project Schedule with a Critical Path (CPM). The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work. The Project Schedule shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work activity. The Project Schedule shall show all of the Work activities to be completed and the accumulative duration of the Critical Path leading to each Substantial and Final Completion. Beginning with the Purchase Order and ending with the date of Final Completion, the duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement.

4.8. WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

Access to Work. COUNTY'S PROJECT MANAGER shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections. CONTRACTOR shall give PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by PROJECT MANAGER may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all related costs, schedule related activities at appropriate times, and furnish PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or PROJECT MANAGER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of material or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and PROJECT MANAGER.

Neither observations by PROJECT MANAGER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for PROJECT MANAGER's services and other related costs.

Final Inspection. Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection for Payment. After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment.

Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by PROJECT MANAGER, either corrects any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by PROJECT MANAGER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

Contractor's Continuing Obligation. The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

4.9. SUSPENSION OF WORK AND TERMINATION

The COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by PROJECT MANAGER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through PROJECT MANAGER or by COUNTY. This right of COUNTY to

stop the Work shall not give rise to any duty on the part of COUNTY or PROJECT MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of PROJECT MANAGER, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

4.10. MISCELLANEOUS

Giving Notice. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

Written notice to be delivered to COUNTY or PROJECT MANAGER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or PROJECT MANAGER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

No Conflict with Laws or Regulations. The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

IFB #IFB-604974-25/LAS

Title: Wastewater Collection I&I- Smoke Testing

Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

5. Instructions for the Preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary.

Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

5.1. Type of Business*

- Corporation
- Joint Venture
- Partnership
- Proprietorship

*Response required

5.2. Type in your Legal Entity Name Here.*

This name will be verified against the Secretary of State website.

*Response required

5.3. Federal Employer ID Number (FEIN)*

*Response required

5.4. Incorporated in the State of _____.*

Ex.) Florida

*Response required

5.5. List of Principals*

*Response required

5.6. Upload evidence of authority to do business in the State of Florida.*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

*Response required

5.7. Past Performance*

Vendor must submit a minimum of three (3) references of current clients; each reference must include client information, contact person, telephone number and current email address, and a brief summary of the contract awarded.

*Response required

5.8. Summary of Litigation*

*Response required

5.9. License Sanctions*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

*Response required

5.10. License Sanctions

Regulatory/license agency sanctions within the past 5 years.

5.11. Conflict of Interest Statement*

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Wastewater Collection I&I- Smoke Testing.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, state the individual(s) name(s), who is a member of the above-named entity's ownership or management, and is currently serving as a member, and on which Seminole County advisory board(s) or committee(s) they are currently serving as a member, in the following question.

Under penalties of perjury, I declare that I have read the foregoing **Conflict of Interest Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.12. [Conflict of Interest Statement Cont...*](#)

- A. Enter the name(s) of the individual(s) who is serving on a Seminole County advisory board(s) or committee(s).
- B. Enter the Seminole County advisory board(s) or committee(s) that the individual(s) is serving as a member.
 - If this is not applicable, type "N/A."

*Response required

5.13. [Compliance with the Public Records Law*](#)

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- A. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 1. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
 2. provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;

43

4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

- C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

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

Under penalties of perjury, I declare that I have read the foregoing **Compliance with Public Records Law Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.14. Confidential File(s)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

5.15. Worker's Compensation Compliance Certification*

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

Under penalties of perjury, I declare that I have read the foregoing **Worker's Compensation Compliance Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

To comply with this requirement, the undersigned hereby certifies that:

- Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
- Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

*Response required

5.16. Worker's Compensation Compliance Certification Cont...*

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

*Response required

5.17. W-9 Form*

Please upload your current W9 form here

*Response required

5.18. Drug Free Work Place*

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing **Drug Free Work Place Form** and that the facts stated in it are true to the best of my knowledge and belief.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Please confirm

*Response required

5.19. [Americans Disabilities Act Affidavit*](#)

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

Under penalties of perjury, I declare that I have read the foregoing **Americans Disabilities Act Affidavit** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.20. [Insurance Confirmation \(for the Insurance Agency to complete\)*](#)

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE CONFIRMATION.docx](#)

*Response required

5.21. [E-Verify*](#)

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

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

- B. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

Please download the below documents, complete, and upload.

- [E-Verify Affidavit2021.pdf](#)

*Response required

5.22. Foreign Country of Concern Attestation*

Per section 287.138, Florida Statutes, Seminole County is prohibited from accepting bids, proposals, replies, or from entering into contract with any entity that is owned or controlled by a government of a Foreign Country of Concern or that is organized under or has its principal place of business in a Foreign Country of Concern. This prohibition also extends to renewals of existing contracts. In compliance with section 287.138, all vendors must attest to the following:

- A. CONSULTANT/CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in its entity. Foreign Country of Concern include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

Under the penalties of perjury, I declare that I have read the foregoing **Foreign Country of Concern Attestation** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.23. Certification*

Pursuant to and in compliance with the Invitation to Bid, the undersigned Bidder agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Under penalties of perjury, I declare that I have read the foregoing **Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

5.24. Affidavit of Non-Coercion for Labor and Services*

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, attest under penalty of perjury that my company or organization does not use coercion for labor or services.
- B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing **Affidavit of Non-Coercion for Labor and Services** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

*Response required

6. Pricing Proposal

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the IFB Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in the IFB documents.

PRICING PROPOSAL

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

| Line Item | Description | Quantity | Unit | Unit Cost | Total |
|-----------|---|----------|----------|-----------|-------|
| 1 | Mobilization & Demobilization (If Any) | 1 | Lump Sum | | |
| 2 | Maintenance of Traffic (MOT) | 1 | Lump Sum | | |
| 3 | Smoke Testing and Report Preparation | 1 | LF | | |
| 4 | Seal Manhole Chimneys 24" and smaller | 300 | EA | | |
| 5 | Seal Manhole Chimneys 25" and larger | 500 | EA | | |
| 6 | Insert HDPE 25 1/2" and smaller dishes into Manholes | 300 | EA | | |
| 7 | Insert TPO 26" and larger OD oversized dish into Manholes | 500 | EA | | |
| 8 | Replace Cleanout Caps- 6" Cleanout cap | 50 | EA | | |

IFB #IFB-604974-25/LAS

Title: Wastewater Collection I&I- Smoke Testing

| Line Item | Description | Quantity | Unit | Unit Cost | Total |
|--------------|---|----------|------|-----------|-------|
| 9 | Replace Cleanout Caps- 4" Cleanout cap | 200 | EA | | |
| 10 | Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set | 50 | EA | | |
| 11 | Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set | 200 | EA | | |
| 12 | LS Basin Report/Manhole Inspections | 250,000 | LF | | |
| 13 | Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring | 250,000 | LF | | |
| TOTAL | | | | | |

STATUS REPORT
For Board Meeting May 14, 2026

CIP/In-house Projects:

1. **Englewood Isles FM Replacement** – Staff has been working with GWE to develop a scope for the permit drawings needed for the FM replacement. Additionally, staff met with representatives of Eden Harbor to discuss the possibility of obtaining an easement that would allow us to replace the existing FM in an alternate location, away from its current location which is in close proximity to several houses. This project will most likely be completed in multiple phases.
2. **Hurricane Milton LS Repairs** – GWE has submitted initial design plans for the electrical repairs needed for those lift station panels that were damaged during Hurricane Milton. A design review meeting has been scheduled for May 26, 2026.
3. **Lime Plant Optimization Study** – HDR previously provided staff with their final report for the Lime Optimization Study. Within the report, there are findings that show the Lime Plant is not performing as efficiently as it should be. They have provided six recommendations that would improve treatment reliability and reduce overall operating costs of the Lime Plant. Staff will evaluate how these recommendations can be implemented and the associated timing of each.
4. **Middle Beach Pipe Replacement** – The Request for Bid (RFB) was advertised on May 5, 2026, with bids due on June 11, 2026. A non-mandatory pre-bid conference is scheduled for May 13, 2026.
5. **South WRF Expansion and Improvements**
 - a. **South WRF Electrical Upgrades (Design)** – A PO has been issued for the work.
 - b. **South WRF Phase 1 Upgrades (Design)** – A PO has been issued for the work.
 - c. **Reuse Improvement Design** – Still working to develop scope.
6. * **North Booster Pump Station Design** – The scope for LPA0283 has been amended from the North WRF to the North Booster Pump Station and is being presented at the April 9, 2026 Board meeting for approval. Staff has completed the CWSRF application for the funding awarded during the Supplemental Appropriation for Hurricanes Helene and Milton, which was due for submission by March 12, 2026. Staff intends to issue an RFQ for a design consultant as soon as possible.
7. * **Water Treatment Plant Expansion and Improvements** – Staff will begin working on the RFQ for Engineering Services for the WTP expansion and improvement project with hopes to advertise later this year or the beginning of next year.

Developments/Projects Approved for Construction:

1. * **Ashore N Store Self Storage** – The land has been cleared for the new 136,900 SF three-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 4** – The Developer’s Agreement has been executed for Phase 4 and the FDEP applications have been signed.
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** – Phase 1A has been approved by FDEP to be placed into service. The final water main tie ins have been completed; however the plat has not been approved by Sarasota County at this time. Meters cannot be set until the plat is approved.
5. * **Charlotte County Ainger Creek Boat Ramp Improvements** – The improvements at the Ainger Creek Boat Ramp will include adding a restroom building. The restroom building will require a new water and sewer service to be installed. The Developer’s Agreement has been executed. The plans are approved and awaiting contractor award. Construction is anticipated for late summer or fall.

STATUS REPORT

6. * **Esplanade at Wellen Park** – The contractor has scheduled a temporary shutdown of EWD’s FM on River Road to make the required connections to the existing system on April 8, 2026. Meanwhile, they continue to perform final testing on the offsite utilities along River Road, as well as the onsite utilities within the proposed development. They will be looking to certify portions of the utilities within the next 30-60 days.
7. * **FPL Partridge Substation** – FPL is constructing a new power substation on Winchester Blvd. just south of the Sarasota/Charlotte County line.
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. * **Publix at Merchant’s Crossing** – The contractor continues to work on the utility modifications as required.
11. * **Sandpiper Pointe** – FDEP has issued permits for both water and sewer. The contractor has installed the lift station wet well and has begun installing the collection system throughout the development.
12. * **Shores at Stillwater** – Phases 2A/B appear to be on hold at this time.
13. * **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.
14. * **Storage Depot 775** – TDM Consulting, Inc. submitted final utility plans for a new 80,731 SF three-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:

15. * **Arby’s** – The plans are ready to be approved, and staff is finalizing the Developer’s Agreement.
16. * **Buchan’s Landing** – Staff met with representatives from Kimley-Horn on February 20, 2026, to reengage on the project. The proposed vacuum man adjustments and added infrastructure are still being evaluated to ensure the existing customers will not be negatively affected.
17. * **Culver’s** – Kimley-Horn has submitted final revised plans for review. Staff is working on the Developer’s Agreement.
18. * **Englewood Apartments** – The previous plans were ready to be approved, but staff was recently informed that an additional property has been purchased. It is unclear whether the plans will be modified again to include the added property.
19. * **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.
20. * **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 returned comments on June 27, 2025.
21. * **Lemon Bay Plaza** – Staff continues to work with CPH on the utility plans for a new retail store in Lemon Bay Plaza.

STATUS REPORT

22. * **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 has been completed and sent for execution on May 16, 2025. Once executed, the plans will be approved and the FDEP applications signed.
23. * **San Casa Multifamily Project** – Staff met with representatives from Atwell on February 26, 2026, to review EWD comments on utility plans for the multifamily project across from Heritage Oaks Assisted Living. The project would consist of 83 SF and 162 MF units.
24. * **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.
25. * **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.
26. * **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 to finalize the Developer’s Agreement.

Upcoming Developments/Projects:

27. * **Charlotte County – N. Beach Rd Sidewalk & Lighting** – Charlotte County submitted a 30% plan for review on April 30, 2024.
28. * **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.
29. * **Manasota Key Resort** – Atwell, LLC is working on a development plan for the Manasota Key Resort which would include approximately 250 hotel rooms, multiple pools, and restaurants. If approved by the County, the developer would be required to make major improvements to the water and sewer system in order to serve this new design.
30. * **McCall Plaza** – Staff has been working with Kimley-Horn on a potential gas station that may be constructed in McCall Plaza.
31. * **Merchant’s Crossing** – Staff has been working with Bohler Engineering on a potential fast-food restaurant to be constructed on S. McCall Rd. side of Merchant’s Crossing. The name of the restaurant has not been revealed.
32. * **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.
33. * **Sarasota County – Manasota Beach Road Extension** – Stantec has requested utility information for the Manasota Beach Road extension project.
34. * **Sarasota County – Winchester Blvd & River Road Widening** – Sarasota County is working with Wellen Park for the widening of River Road from US-41 to Winchester Blvd and 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.
35. * **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
Investment Report
as of April 30, 2026

| RBC | Market Value | Percent of Total |
|--|-----------------------------|-----------------------------|
| Certificate of Deposit | 9,256,142 | 28.92% |
| Bonds- Revenue/General Obligation | - | 0.00% |
| Government Backed Bonds | 19,952,552 | 62.34% |
| Money Markets/Cash | 2,798,191 | 8.74% |
| | <u>\$ 32,006,886</u> | <u>100.00%</u> |
| | | |
| Centennial Bank | | |
| Cash Centennial- operating acct | 3,643,861 | |
| Cash Centennial- money market | 81,782 | |
| Total Cash | <u>\$ 3,725,643</u> | |
| | | |
| Total Cash and Investments | \$ 35,732,528 | |
| | | |
| Prev Month Investments | \$ 24,958,495 | |
| Prev Month - Cash - RBC | 4,026,336 | |
| Prev Month - Cash - Centennial | 6,200,796 | |
| Prev Month - Investments and Cash | <u>\$ 35,185,627</u> | |

ENGLEWOOD WATER DISTRICT
SEPTEMBER 30, 2025, YTD FY26 APRIL 2026
STATEMENT OF NET POSITION

| | <u>FY2025</u> | <u>YTD FY2026</u> |
|--|----------------|-------------------|
| ASSETS | | |
| Current assets | | |
| Cash and cash equivalents | \$ 10,784,946 | \$ 6,282,539 |
| Accounts Receivable | 2,749,491 | 2,939,150 |
| Due from other governments | 96,303 | - |
| Inventory | 1,842,347 | 1,854,276 |
| Prepays | 12,113 | 118,954 |
| Total current assets | 15,485,199 | 11,194,919 |
| Noncurrent assets | | |
| Investments | 13,995,182 | 29,208,695 |
| Connection fees and assessments receivable | 908,372 | 753,107 |
| Net pension asset | 387,540 | 387,540 |
| Capital assets | | |
| Non-depreciable | 5,476,481 | 5,579,744 |
| Depreciable, net of accumulated depreciation | 108,632,513 | 120,339,121 |
| Total noncurrent assets | 129,400,089 | 156,268,207 |
| Total assets | 144,885,288 | 167,463,126 |
| DEFERRED OUTFLOW OF RESOURCES | | |
| Deferred amount on OPEB | 106,022 | 106,022 |
| Deferred amounts on pensions | 1,798,139 | 1,798,139 |
| Total deferred outflow of resources | 1,904,161 | 1,904,161 |
| LIABILITIES | | |
| Current liabilities | | |
| Accounts payable | 637,857 | 824,203 |
| Accrued liabilities | 460,190 | 230,731 |
| Total current liabilities | 1,098,047 | 1,054,934 |
| Noncurrent liabilities | | |
| Compensated Absences | 854,368 | 808,220 |
| Total OPEB liability | 1,061,238 | 1,061,238 |
| Net pension liability | 4,754,299 | 4,754,299 |
| Total noncurrent liabilities | 6,669,905 | 6,623,757 |
| Total liabilities | 7,767,952 | 7,678,691 |
| DEFERRED INFLOW OF RESOURCES | | |
| Deferred amount on pensions | 1,710,562 | 1,710,562 |
| Total deferred inflow of resources | 1,710,562 | 1,710,562 |
| NET POSITION | | |
| Net investment in capital assets | 114,108,995 | 125,918,865 |
| Unrestricted | 23,201,941 | 34,059,169 |
| Total net position | \$ 137,310,935 | \$ 159,978,034 |

ENGLEWOOD WATER DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
YE FY25, APRIL 2025, FY26 BUDGET, YTD FY26 APRIL 2026

| | YEAR END FY25 | YTD FY25 APRIL 2025 | FY26 APPROVED BUDGET | YTD FY26 APRIL 2026 | Over (Under) Budget |
|--|-----------------------|------------------------|-------------------------|------------------------|------------------------|
| Operating revenues | | | | | |
| Water Services | \$ 10,526,691 | \$ 6,081,520 | \$ 12,423,256 | \$ 7,342,975 | \$ (5,080,281) |
| Waste Treatment | 11,959,328 | 6,897,496 | 13,622,202 | 8,445,501 | (5,176,701) |
| Miscellaneous | 557,567 | 313,485 | 406,008 | 265,870 | (140,138) |
| Total operating revenues | <u>23,043,586</u> | <u>13,292,501</u> | <u>26,451,466</u> | <u>16,054,346</u> | <u>(10,397,120)</u> |
| Operating expenses | | | | | |
| Water treatment plants | 4,570,633 | 1,874,956 | 5,127,677 | 2,552,685 | (2,574,992) |
| Water distribution | 2,918,129 | 1,302,384 | 3,327,387 | 1,929,840 | (1,397,547) |
| Waste treatment | 4,137,962 | 1,619,826 | 3,916,543 | 1,818,942 | (2,097,600) |
| Waste collection | 6,570,838 | 2,611,840 | 4,467,270 | 2,096,877 | (2,370,392) |
| Laboratory | 327,266 | 189,723 | 410,064 | 184,616 | (225,448) |
| General & administrative | 4,619,758 | 2,648,772 | 5,655,491 | 2,878,788 | (2,776,704) |
| Total operating expenses | <u>23,144,586</u> | <u>10,247,501</u> | <u>22,904,431</u> | <u>11,461,749</u> | <u>(11,442,683)</u> |
| Operating gain/loss | <u>(101,000)</u> | <u>3,045,000</u> | <u>3,547,035</u> | <u>4,592,597</u> | <u>1,045,562</u> |
| Nonoperating revenues (expenses) | | | | | |
| Investment income | 900,274 | 440,079 | - | 406,472 | 406,472 |
| Special assessment interest | 45,014 | 257 | - | 34,685 | 34,685 |
| Interest expense | - | - | - | - | - |
| Other revenues | (179,266) | 374,359 | - | 300,620 | (300,620) |
| Gain on disposal of capital assets | 281,560 | - | - | 12 | 12 |
| Total nonoperating revenues (expenses), net | <u>1,047,582</u> | <u>814,695</u> | <u>-</u> | <u>741,790</u> | <u>140,550</u> |
| Income before contributions | <u>946,582</u> | <u>3,859,694</u> | <u>3,547,035</u> | <u>5,334,387</u> | <u>1,186,112</u> |
| Capital contributions | | | | | |
| Cash | 1,012,887 | 684,497 | 7,598,362 | 5,626,104 | (1,972,258) |
| Non Cash | 3,593,503 | - | - | 11,706,608 | 11,706,608 |
| Total contributions | <u>4,606,389</u> | <u>684,497</u> | <u>7,598,362</u> | <u>17,332,712</u> | <u>9,734,350</u> |
| Change in net position | <u>5,552,972</u> | <u>4,544,192</u> | <u>11,145,397</u> | <u>22,667,099</u> | <u>11,521,702</u> |
| Total net position, beginning of year | <u>131,757,963</u> | <u>116,850,205</u> | <u>137,310,935</u> | <u>137,310,935</u> | |
| Prior period adjustment | - | - | - | - | |
| Total net position, beginning of year as restated | <u>131,757,963</u> | <u>116,850,205</u> | <u>137,310,935</u> | <u>137,310,935</u> | |
| Total net postion, end of year | <u>\$ 137,310,935</u> | <u>\$ 121,394,397</u> | <u>\$ 148,456,332</u> | <u>\$ 159,978,034</u> | |

Englewood Water District
RBC Investment Report
04/30/2026

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|----------------------------------|------------------|-----------|---------------------|-------------|------------|------------|---------------|---------------------|----------------------|-----------------|---------------------|
| ALMA BK ASTORIA NEW YORK | CD | 020080DW4 | 250,000.00 | 3.800% | 12/18/2025 | 12/30/2025 | 6/30/2026 | 250,000.00 | 249,964.65 | 3.800% | 0.50 |
| TOYOTA FINL SVGS BK | CD | 89235MLC3 | 252,795.19 | 0.950% | 8/17/2021 | 7/15/2021 | 7/15/2026 | 250,000.00 | 248,480.00 | 0.950% | 5.00 |
| LENDING CLUB BANK NATL ASSN LEHI | CD | 52603NBY6 | 250,000.00 | 3.750% | 2/4/2026 | 2/12/2026 | 8/12/2027 | 250,000.00 | 249,452.50 | 3.750% | 1.50 |
| BNY MELLON NA INSTL CTF DEP | CD | 05584CZD1 | 102,165.06 | 3.800% | 2/10/2026 | 8/13/2025 | 8/13/2027 | 100,000.00 | 99,842.00 | 3.617% | 2.00 |
| FIELDPOINT PRIVATE BK & TR | CD | 31657FBX4 | 250,000.00 | 3.850% | 2/10/2026 | 2/13/2026 | 8/13/2027 | 250,000.00 | 249,552.50 | 3.850% | 1.50 |
| AMERICAN COMMERICAL BANK & TRUST | CD | 02519AAD9 | 232,444.82 | 3.500% | 11/7/2023 | 9/14/2022 | 9/14/2027 | 245,000.00 | 243,583.90 | 5.130% | 3.85 |
| CROSS RIV BK TEANECK NJ | CD | 227563NL3 | 225,000.00 | 3.950% | 9/3/2025 | 9/15/2025 | 9/15/2027 | 225,000.00 | 224,743.50 | 3.950% | 2.00 |
| NORTHEAST BK F S B AUBURN ME | CD | 66405SET3 | 141,590.18 | 3.900% | 2/10/2026 | 9/23/2024 | 9/23/2027 | 139,000.00 | 138,898.53 | 3.669% | 3.00 |
| LIVE OAK BKG CO WILMINGTON NC | CD | 538037AR3 | 220,472.62 | 3.650% | 2/10/2026 | 1/28/2026 | 9/28/2027 | 220,000.00 | 219,183.80 | 3.604% | 1.67 |
| MAPLE CITY SVGS BK | CD | 56511PBJ6 | 250,000.00 | 3.500% | 9/18/2024 | 9/30/2024 | 9/30/2027 | 250,000.00 | 248,170.00 | 3.500% | 3.00 |
| INBANK RATON NEW MEXICO | CD | 45332WDY6 | 130,000.00 | 3.600% | 2/10/2026 | 12/29/2025 | 12/29/2027 | 130,000.00 | 129,277.20 | 3.626% | 2.00 |
| TEXAS HERITAGE NATL BK | CD | 882487AX9 | 250,000.00 | 3.850% | 2/19/2026 | 3/6/2026 | 3/6/2028 | 250,000.00 | 249,162.50 | 3.850% | 2.00 |
| FFB BK FRESNO CALIF | CD | 30191MAU1 | 223,574.97 | 3.850% | 4/21/2026 | 3/24/2026 | 3/24/2028 | 223,000.00 | 222,217.27 | 3.877% | 1.93 |
| MORGAN STANLEY PRIVATE BK | CD | 61768UPM3 | 250,000.00 | 4.300% | 9/18/2024 | 9/27/2024 | 3/27/2028 | 250,000.00 | 250,137.50 | 4.300% | 3.50 |
| BANK OF AMERICA | CD | 06428KAF3 | 250,000.00 | 4.500% | 6/20/2025 | 6/26/2025 | 6/26/2028 | 250,000.00 | 250,000.00 | 4.500% | 3.00 |
| SEILING ST BK OKLA | CD | 816050AQ1 | 245,000.00 | 3.900% | 9/9/2025 | 9/18/2025 | 9/18/2028 | 245,000.00 | 244,059.20 | 3.900% | 3.00 |
| GUTHRIE COUNTY STATE BANK | CD | 40341PCC0 | 245,000.00 | 3.900% | 9/9/2025 | 9/22/2025 | 9/22/2028 | 245,000.00 | 244,051.85 | 3.900% | 3.00 |
| TRISTAR BK DICKSON TENN | CD | 89679RAA1 | 250,000.00 | 3.850% | 9/16/2025 | 9/29/2025 | 9/29/2028 | 250,000.00 | 248,732.50 | 3.850% | 3.00 |
| CITIBANK NA CD | CD | 17290GLL9 | 250,000.00 | 3.750% | 1/17/2176 | 10/15/2025 | 10/16/2028 | 250,000.00 | 248,110.00 | 3.750% | 3.01 |
| PAN AMERICAN BK & TR MELROSE | CD | 697759BA5 | 250,000.00 | 4.200% | 10/16/2024 | 10/28/2024 | 10/27/2028 | 250,000.00 | 250,025.00 | 4.200% | 4.00 |
| GENERATIONS BK ROGERS ARK | CD | 37149CBT3 | 75,000.00 | 3.900% | 11/4/2025 | 11/20/2025 | 11/20/2028 | 75,000.00 | 74,676.00 | 3.900% | 3.00 |
| PARKSIDE FINL BK & TR CLAY | CD | 70147AGS7 | 95,000.00 | 4.150% | 8/20/2025 | 8/29/2025 | 2/28/2029 | 95,000.00 | 95,004.75 | 4.150% | 3.50 |
| FIRST KEYSTONE CMNTY BK | CD | 32065RBF1 | 198,000.00 | 3.900% | 3/3/2026 | 3/5/2026 | 3/5/2029 | 198,000.00 | 196,978.32 | 3.900% | 3.00 |
| FINWISE BANK UTAH | CD | 31810PEH8 | 241,000.00 | 3.850% | 3/3/2026 | 3/13/2026 | 3/13/2029 | 81,000.00 | 239,414.22 | 3.850% | 3.00 |
| FFB BK FRESNO CALIF | CD | 30191MAN7 | 24,605.35 | 3.700% | 8/20/2025 | 11/29/2024 | 3/29/2029 | 25,000.00 | 24,728.75 | 4.250% | 3.61 |
| CFG CMNTY BK LUTHERVILLE MD | CD | 12527CFX5 | 250,303.24 | 4.750% | 8/9/2024 | 7/31/2024 | 7/31/2029 | 250,000.00 | 250,132.50 | 4.758% | 4.98 |
| CENTRAL BK LITTLE ROCK ARK | CD | 152577CM2 | 250,000.00 | 4.850% | 8/9/2024 | 8/14/2024 | 8/14/2029 | 250,000.00 | 250,220.00 | 4.850% | 5.00 |
| BANKWEST INC PIERRE SD | CD | 06652CJC6 | 223,449.05 | 3.500% | 10/18/2024 | 9/30/2024 | 9/28/2029 | 223,000.00 | 223,017.84 | 3.500% | 5.00 |
| GOLDMAN SACHS BK USA NEW YORK | CD | 38151PAX9 | 250,000.00 | 3.750% | 10/8/2025 | 10/15/2025 | 10/15/2029 | 250,000.00 | 247,945.00 | 3.750% | 4.00 |
| BANKWEST INC PIERRE SD | CD | 06652CJE2 | 25,043.87 | 3.550% | 8/20/2025 | 10/30/2024 | 10/30/2029 | 25,000.00 | 24,522.00 | 4.244% | 4.20 |
| MORGAN STANLEY BK NA | Equity linked CD | 61776CBX4 | 200,000.00 | variable | 10/22/2024 | 10/31/2024 | 11/1/2029 | 200,000.00 | 198,310.00 | variable | 5.01 |
| CANANDAIGUA NATL BK & TR NY | CD | 137141BD8 | 250,000.00 | 3.950% | 11/11/2025 | 11/26/2025 | 11/26/2029 | 250,000.00 | 248,397.50 | 3.950% | 4.00 |
| BRIDGEWATER BK ST LOUIS PK | CD | 108622QJ3 | 250,000.00 | 3.950% | 11/11/2025 | 11/28/2025 | 11/28/2029 | 250,000.00 | 248,392.50 | 3.950% | 4.00 |
| HIGH PLAINS BK KEYES OK | CD | 42971GAK7 | 20,000.00 | 4.000% | 10/8/2025 | 12/30/2024 | 12/31/2029 | 20,000.00 | 20,005.40 | 4.007% | 4.23 |
| HIAWATHA NATL BK HAGER CITY | CD | 428548CP4 | 250,000.00 | 3.950% | 2/4/2026 | 2/20/2026 | 2/20/2030 | 250,000.00 | 249,282.50 | 3.950% | 4.00 |
| USB BK USA SALT LAKE CITY UT | CD | 90355GJ98 | 250,000.00 | 3.900% | 2/19/2026 | 2/25/2026 | 2/25/2030 | 250,000.00 | 248,827.50 | 3.900% | 4.00 |
| CHESAPEAKE BK KILMARNOCK VA | CD | 16514QBZ9 | 250,936.38 | 4.350% | 5/6/2025 | 4/16/2025 | 4/16/2030 | 250,000.00 | 250,020.00 | 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 | 250,042.50 | 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 | 174,029.58 | 4.350% | 5.00 |
| OAK VIEW BANKSHARES INC | CD | 67134XAX3 | 149,105.32 | 4.300% | 8/20/2025 | 8/15/2025 | 8/15/2030 | 149,000.00 | 149,007.45 | 4.300% | 5.00 |
| FIRST GTY BK HAMMOND LA | Equity linked CD | 320437BB1 | 249,942.85 | 3.950% | 11/4/2025 | 10/31/2025 | 10/31/2030 | 250,000.00 | 247,652.50 | 3.967% | 5.00 |
| HSBC BANK USA NA | Equity linked CD | 44330UUV2 | 100,000.00 | variable | 11/4/2025 | 10/31/2025 | 10/31/2030 | 100,000.00 | 95,890.00 | variable | 5.00 |
| TRUIST BK INDX L | Equity linked CD | 897926CL3 | 100,000.00 | variable | 10/21/2025 | 10/31/2025 | 10/31/2030 | 100,000.00 | 97,272.00 | variable | 5.00 |
| TRUIST BK | CD | 897926CN9 | 50,144.65 | 4.000% | 11/4/2025 | 10/31/2025 | 10/31/2030 | 50,000.00 | 49,583.50 | 3.950% | 5.00 |
| ALLIANCE BK CENT TEX | CD | 018937AC6 | 250,109.59 | 4.000% | 12/18/2025 | 12/15/2025 | 12/13/2030 | 250,000.00 | 248,002.50 | 4.000% | 5.00 |
| FIRST ST BK DECATUR MICH | CD | 33651QAC9 | 250,054.79 | 4.000% | 12/18/2025 | 12/17/2025 | 12/17/2030 | 250,000.00 | 247,995.00 | 4.000% | 5.00 |
| OAK VIEW BANKSHARES INC | CD | 67134XBJ3 | 100,109.59 | 4.000% | 3/5/2026 | 2/24/2026 | 2/24/2031 | 100,000.00 | 99,148.00 | 4.000% | 5.00 |
| Subtotal | | | 9,555,883.07 | | | | | 9,385,000.00 | 9,256,142.21 | | |
| US DEPT HSG & URBAN DEV GOVT | Bonds | 911759LT3 | 69,010.82 | 3.260% | 10/9/2025 | 11/17/2011 | 8/1/2029 | 70,000.00 | 67,846.80 | 3.842% | 3.81 |
| US TREASURY BILL | Treasury bill | 912797SP3 | 1,981,831.28 | 0.000% | 2/4/2026 | 11/6/2025 | 5/7/2026 | 2,000,000.00 | 1,998,800.00 | 3.771% | 0.25 |
| US TREASURY BILL | Treasury bill | 912797QN0 | 682,546.85 | 0.000% | 4/7/2026 | 4/2/2026 | 5/14/2026 | 685,000.00 | 684,116.35 | 3.653% | 0.10 |

Englewood Water District
RBC Investment Report
04/30/2026

| 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 BILL | Treasury bill | 912797TD9 | 1,491,652.67 | 0.000% | 4/22/2026 | 3/19/2026 | 6/18/2026 | 1,500,000.00 | 1,492,785.00 | 3.650% | 0.16 |
| FEDERAL HOME LOAN BANK | Bonds | 3130AJRF8 | 23,309.62 | 1.050% | 9/17/2025 | 6/18/2020 | 6/24/2027 | 75,000.00 | 23,596.51 | 1.050% | 1.77 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B9FK1 | 501,016.55 | 3.800% | 3/20/2026 | 2/11/2026 | 2/11/2028 | 500,000.00 | 498,555.00 | 3.932% | 1.90 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B9YA2 | 501,018.33 | 4.000% | 3/31/2026 | 3/24/2026 | 3/24/2028 | 500,000.00 | 499,440.00 | 3.934% | 1.98 |
| FANNIE MAE | Bonds | 3136GAPZ6 | 351,142.71 | 4.000% | 9/3/2025 | 8/25/2025 | 8/25/2028 | 350,000.00 | 349,373.50 | 3.919% | 2.98 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GASH3 | 50,000.47 | 4.000% | 3/20/2026 | 9/12/2025 | 9/12/2028 | 50,000.00 | 49,879.50 | 4.057% | 2.48 |
| FANNIE MAE | Bonds | 3136GAWF2 | 50,072.85 | 3.800% | 10/9/2025 | 10/2/2025 | 10/2/2028 | 50,000.00 | 49,796.00 | 3.782% | 3.00 |
| FEDERAL HOME LN MTG CORP | Bonds | 3134HB3J8 | 30,484.33 | 4.000% | 4/9/2026 | 11/3/2025 | 11/1/2028 | 30,000.00 | 29,943.30 | 4.061% | 2.57 |
| FREDDIE MAC | Bonds | 3134HB5A5 | 471,014.03 | 3.750% | 12/16/2025 | 11/13/2025 | 11/13/2028 | 469,000.00 | 466,153.17 | 3.749% | 2.91 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ET2J5 | 506,532.83 | 3.970% | 3/31/2026 | 11/28/2025 | 11/28/2028 | 500,000.00 | 496,985.00 | 3.989% | 2.67 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B8VF6 | 140,420.46 | 3.800% | 12/16/2025 | 12/15/2025 | 12/15/2028 | 140,000.00 | 138,983.60 | 3.702% | 3.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3130BAC70 | 200,107.44 | 4.000% | 4/28/2026 | 4/23/2026 | 1/23/2029 | 200,000.00 | 199,506.00 | 4.008% | 2.74 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B4XE6 | 253,662.44 | 4.550% | 4/21/2026 | 2/12/2025 | 2/12/2029 | 250,000.00 | 250,610.00 | 4.327% | 2.82 |
| FEDERAL HOME LN MTG CORP | Bonds | 3134HCSY6 | 500,796.46 | 3.950% | 3/20/2026 | 2/12/2026 | 2/12/2029 | 500,000.00 | 497,590.00 | 4.057% | 2.90 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCRD9 | 119,483.31 | 4.020% | 4/21/2026 | 3/16/2026 | 3/5/2029 | 119,000.00 | 118,416.90 | 4.020% | 2.87 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133EWGR5 | 347,870.04 | 3.940% | 3/20/2026 | 3/16/2026 | 3/16/2029 | 349,000.00 | 347,213.12 | 4.084% | 2.99 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCRU1 | 395,588.63 | 4.050% | 4/7/2026 | 3/16/2026 | 3/16/2029 | 395,000.00 | 393,680.70 | 4.086% | 2.94 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCTU9 | 59,538.50 | 3.820% | 3/20/2026 | 3/16/2026 | 3/16/2029 | 60,000.00 | 59,713.20 | 4.127% | 2.99 |
| FEDERAL AGRIC MTG CORP | Bonds | 31428JEC7 | 301,150.51 | 4.000% | 4/21/2026 | 3/23/2026 | 3/23/2029 | 300,000.00 | 298,569.00 | 3.977% | 2.92 |
| FEDERAL HOME LOAN BANK | Bonds | 3130BA4V6 | 501,567.81 | 4.450% | 3/31/2026 | 3/30/2026 | 3/28/2029 | 500,000.00 | 499,930.00 | 4.342% | 2.99 |
| FEDERAL HOME LOAN BANK | Bonds | 3130BA5S2 | 255,960.68 | 4.250% | 4/7/2026 | 3/30/2026 | 3/29/2029 | 255,000.00 | 254,722.05 | 4.149% | 2.98 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B0TF6 | 41,313.60 | 4.750% | 9/3/2025 | 4/9/2024 | 4/9/2029 | 40,000.00 | 40,104.00 | 4.338% | 3.60 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ENUR9 | 35,642.15 | 3.700% | 10/14/2025 | 4/18/2022 | 4/18/2029 | 35,000.00 | 34,779.85 | 3.700% | 3.51 |
| FEDERAL HOME LOAN BANK | Bonds | 3130BAAZ0 | 100,000.00 | 4.500% | 4/9/2026 | 4/20/2026 | 4/20/2029 | 100,000.00 | 99,492.00 | 4.500% | 3.00 |
| FEDERAL AGRIC MTG CORP | Bonds | 31428JEB9 | 85,329.57 | 4.070% | 4/28/2026 | 3/23/2026 | 8/23/2029 | 85,000.00 | 84,838.50 | 4.078% | 3.32 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B2N43 | 190,925.87 | 4.000% | 4/21/2026 | 9/10/2024 | 9/10/2029 | 190,000.00 | 188,098.10 | 3.993% | 3.39 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ETD95 | 400,052.00 | 4.140% | 10/9/2025 | 10/9/2025 | 10/9/2029 | 400,000.00 | 398,024.00 | 4.140% | 4.00 |
| FREDDIE MAC | Bonds | 3134HAPK3 | 30,029.56 | 4.030% | 4/21/2026 | 10/10/2024 | 10/10/2029 | 30,000.00 | 29,842.20 | 4.047% | 3.47 |
| FEDERAL HOME LN MTG CORP | Bonds | 3134HB4L2 | 402,009.13 | 3.750% | 12/16/2025 | 11/6/2025 | 11/6/2029 | 400,000.00 | 396,380.00 | 3.729% | 3.89 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GAZX0 | 500,123.50 | 3.750% | 11/4/2025 | 11/6/2025 | 11/6/2029 | 500,000.00 | 492,320.00 | 3.744% | 4.00 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ET3U9 | 177,272.89 | 4.110% | 4/7/2026 | 12/10/2025 | 12/10/2029 | 175,000.00 | 173,759.25 | 4.124% | 3.68 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B4YT2 | 253,496.95 | 4.650% | 4/21/2026 | 2/26/2025 | 2/26/2030 | 250,000.00 | 250,582.50 | 4.456% | 3.85 |
| FANNIE MAE | Bonds | 3136GCPB5 | 301,683.93 | 4.000% | 4/21/2026 | 2/27/2026 | 2/27/2030 | 300,000.00 | 297,810.00 | 4.013% | 3.86 |
| FANNIE MAE | Bonds | 3136GCQ73 | 301,333.33 | 4.000% | 4/22/2026 | 3/4/2026 | 3/4/2030 | 300,000.00 | 297,918.00 | 4.028% | 3.87 |
| FEDERAL HOME LOAN BANK | Bonds | 3130ARYG0 | 226,736.19 | 4.150% | 8/12/2025 | 5/23/2022 | 5/23/2030 | 225,000.00 | 223,967.25 | 4.184% | 4.78 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B6SV9 | 301,809.63 | 4.650% | 7/9/2025 | 7/8/2025 | 7/8/2030 | 300,000.00 | 299,691.00 | 4.520% | 5.00 |
| FANNIE MAE | Bonds | 3136GAP78 | 110,177.11 | 4.000% | 9/2/2025 | 8/19/2025 | 8/19/2030 | 110,000.00 | 109,179.40 | 4.000% | 4.96 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B7XT6 | 200,803.61 | 4.100% | 4/21/2026 | 9/30/2025 | 9/30/2030 | 200,000.00 | 198,794.00 | 4.063% | 4.45 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B84M1 | 20,398.59 | 4.250% | 4/9/2026 | 10/15/2025 | 10/15/2030 | 20,000.00 | 19,924.20 | 4.275% | 4.52 |
| FEDERAL FARM CREDIT BANK | Bonds | 3133ETJ73 | 124,804.19 | 4.120% | 4/28/2026 | 10/21/2025 | 10/21/2030 | 125,000.00 | 124,073.75 | 4.182% | 4.48 |
| FANNIE MAE | Bonds | 3136GC2Z7 | 35,658.76 | 4.050% | 4/21/2026 | 11/6/2025 | 11/6/2030 | 35,000.00 | 34,827.45 | 4.050% | 4.55 |
| FANNIE MAE | Bonds | 3136GC4R3 | 101,736.33 | 4.000% | 4/21/2026 | 11/7/2025 | 11/7/2030 | 100,000.00 | 98,948.00 | 4.025% | 4.55 |
| FEDERAL HOME LN MTG CORP | Bonds | 3134HCCN7 | 549,049.72 | 4.000% | 12/18/2025 | 11/28/2025 | 11/27/2030 | 546,000.00 | 541,599.24 | 3.927% | 4.95 |
| FREDDIE MAC | Bonds | 3134HCCS6 | 401,854.33 | 4.010% | 12/18/2025 | 12/4/2025 | 12/4/2030 | 400,000.00 | 394,808.00 | 3.944% | 4.96 |
| FEDERAL HOME LN MTG CORP | Bonds | 3134HCFH7 | 401,650.44 | 4.000% | 12/18/2025 | 12/9/2025 | 12/9/2030 | 400,000.00 | 396,468.00 | 3.933% | 4.98 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCBR5 | 502,474.47 | 4.000% | 1/8/2026 | 12/26/2025 | 12/24/2030 | 500,000.00 | 494,800.00 | 3.922% | 4.96 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCBU8 | 25,352.58 | 4.150% | 4/28/2026 | 12/24/2025 | 12/24/2030 | 25,000.00 | 24,804.50 | 4.162% | 4.66 |
| FANNIE MAE | Bonds | 3136GCCJ2 | 400,000.00 | 4.000% | 12/30/2025 | 12/30/2025 | 12/24/2030 | 400,000.00 | 396,196.00 | 4.000% | 4.99 |
| FANNIE MAE | Bonds | 3136GCM69 | 55,413.82 | 4.100% | 4/28/2026 | 2/13/2026 | 12/30/2030 | 55,000.00 | 54,590.80 | | 4.68 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B93V0 | 331,083.55 | 4.000% | 1/27/2026 | 1/21/2026 | 1/21/2031 | 330,000.00 | 326,185.20 | 3.944% | 5.00 |
| FANNIE MAE | Bonds | 3136GCFL4 | 428,810.93 | 4.015% | 2/4/2026 | 1/21/2026 | 1/21/2031 | 427,000.00 | 422,537.85 | 3.959% | 5.00 |

Englewood Water District
RBC Investment Report
04/30/2026

| Security Description | Investment Type | Cusip | Cost | Coupon Rate | Trade Date | CD Date | Maturity Date | Par Value | Current Market Value | Estimated Yield | Duration (In Years) |
|--|-----------------|-----------|----------------------|-------------|------------|-----------|---------------|----------------------|----------------------|-----------------|---------------------|
| FEDERAL NATL MTG ASSN | Bonds | 3136GCHA6 | 181,595.85 | 4.050% | 3/3/2026 | 1/21/2026 | 1/21/2031 | 180,000.00 | 178,230.60 | 3.958% | 4.89 |
| FREDDIE MAC | Bonds | 3134HCQA0 | 351,913.50 | 4.050% | 2/6/2026 | 1/27/2026 | 1/27/2031 | 350,000.00 | 346,153.50 | 3.958% | 5.00 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCL29 | 151,063.29 | 3.875% | 2/27/2026 | 2/6/2026 | 2/6/2031 | 150,000.00 | 148,339.50 | 3.779% | 5.00 |
| FEDERAL NATL MTG ASSN | Bonds | 3136GCLA1 | 680,389.50 | 4.230% | 4/2/2026 | 2/10/2026 | 2/10/2031 | 675,000.00 | 670,862.25 | 4.220% | 4.86 |
| FEDERAL HOME LN MTG CORP | Bonds | 3134HCUR8 | 880,441.77 | 4.210% | 4/2/2026 | 2/12/2026 | 2/12/2031 | 875,000.00 | 869,268.75 | 4.207% | 4.87 |
| FREDDIE MAC | Bonds | 3134HCVM8 | 150,360.50 | 4.060% | 2/27/2026 | 2/20/2026 | 2/20/2031 | 150,000.00 | 147,144.00 | 4.036% | 5.00 |
| FEDERAL AGRIC MTG CORP | Bonds | 31428JCA3 | 150,721.33 | 3.980% | 2/27/2026 | 2/25/2026 | 2/25/2031 | 150,000.00 | 147,804.00 | 3.981% | 5.00 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B9HA1 | 150,700.89 | 4.000% | 3/3/2026 | 2/26/2026 | 2/26/2031 | 150,000.00 | 147,351.00 | 3.916% | 5.00 |
| FREDDIE MAC | Bonds | 3134HCWY1 | 500,885.42 | 4.250% | 3/31/2026 | 3/16/2026 | 3/3/2031 | 500,000.00 | 496,685.00 | 4.250% | 4.93 |
| FEDERAL HOME LOAN BANK | Bonds | 3130B9QW3 | 90,439.13 | 4.125% | 4/21/2026 | 3/10/2026 | 3/10/2031 | 90,000.00 | 89,165.70 | 4.124% | 4.89 |
| Subtotal | | | 12,168,953.80 | | | | | 12,168,000.00 | 19,952,552.04 | | |
| Cash | | | | | | | | | 109,773.28 | | |
| Premium Savings | | | | | | | | | 2,688,418.04 | | |
| Subtotal Cash | | | | | | | | | 2,798,191.32 | | |
| Average % and Duration in Years | | | | | | | | | | 4.922% | 4.59 |

| | | |
|-----------------------------------|----------------------|------|
| Certificate of Deposit | 9,256,142.21 | |
| FHLMC | | |
| FNMA | | |
| GNMA | | |
| FICO Series | | |
| Bonds- Revenue/General Obligation | | |
| Government Backed Bonds | 19,952,552.04 | |
| Money Markets/Cash | 2,798,191.32 | |
| | 32,006,885.57 | |
| | 32,006,885.57 | stmt |
| | - | diff |