AGENDA
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
October 8, 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., Executive Director
Robert H. Berntsson, District Counsel
Jodi Muthler, Operations Director
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**
3a. Marc Ayle – 343 Gladstone Blvd, Englewood, FL 34223 – Water Violation Fine

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**

5. **CONSENT SECTION**
5a. Minutes of the Regular Meeting dated September 10, 2026
Recommended Action: Approve the meeting minutes for September 10, 2026
5b. Big W Law Invoice dated September 30, 2026
Recommended Action: Approve the attorney's invoice in the amount of $2,250.00
5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated September 30, 2026
Recommended Action: Approve the attorney's invoice in the amount of $19,694.90
5d. FY27 Audit Engagement Letters
5e. High Service Pump #8 Replacement
5f. RO Transfer Pump #4 Replacement

6. **DISCUSSION**

7. **ACTION ITEMS**
7a. FY26 Special District Performance Measures Standards Form
7b. Ratification 2026-2027 PRM Insurance Renewal
7c. FY27 Budget Amendment & Carry Forward
7d. Englewood Isles/Alameda Isles I&I - Manhole Repairs

8. **EXECUTIVE DIRECTOR'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. September Financial Statements
2. September 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 10/1/2026

Ashley Aguiar

From: Marc Ayle <mwayle54@gmail.com>
Sent: Thursday, September 24, 2026 4:01 PM
To: Ashley Aguiar
Subject: Water Restriction Fine

shley,
My name is Marc Ayle - my address is 343 Gladstone Blvd, 34223. I was told I needed to send you an email to discuss the letter I received indicating I was being fined $300 for water usage outside the designated hours for irrigation. I have a well for irrigation, but I set my sprinkler timers to coincide with your recommendations. I went North for a month for a family funeral. When I returned I see I'm being fined $300! I'm on Social Security and Do Not have an extra $300!! Please help me resolve this so my potable water is not disconnected.

Thank You
Marc Ayle
Sent from my iPhone
Sent from my iPhone

Ashley Aguiar

From: Marc Ayle <mwayle54@gmail.com>
Sent: Friday, September 25, 2026 10:14 PM
To: Ashley Aguiar
Subject: Re: Request for Board Review - 343 Gladstone Blvd

Please stress the fact that my irrigation system is a private well on the property- NOT the city water supply.
Sent from my iPhone

> On Sep 25, 2026, at 7:43 PM, Ashley Aguiar <aaguiar@ewdfl.com> wrote:
>
> Good evening, Marc,
>
> Thank you for your email confirming your request to provide the Board with information regarding your circumstances related to the water restriction violation. I will ensure that your statement and any relevant details are submitted to the Board for their review and consideration.
>
> Following the Board meeting, I will follow up with you once the Board has reviewed the matter and determined its decision.
>
> Thank you.

Ashley Aguiar
Executive Assistant
Englewood Water District
<Image.jpeg>

Office: 941.474.3217
Direct: 941.460.1003
Fax: 941.460.1025
Email: aaguiar@ewdfl.com
Website: www.englewoodwater.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: Marc Ayle <mwayle54@gmail.com>
Sent: Friday, September 25, 2026 6:54 PM

To: Ashley Aguiar <aaguiar@ewdfl.com>
Subject: Request for Board Review

Per your follow up email to my orginal inquiry I am officially requesting a Board Review regarding the watering violation at 343 Gladstone Blvd. Subsequently to receiving the violation while I was out of town attending a family funeral, I have adjusted the irrigation timer to coincide with the permittable sprinkling schedule. As I am on a fixed income I do not have an extra $300 to pay this fine. Whatever leniency the Board may deem allowable is greatly appreciated.

Marc W Ayle
343 Gladstone Blvd
34223
(614) 581-7151

Sent from my iPhone

> On Sep 25, 2026, at 2:38 PM, Ashley Aguiar <aaguiar@ewdfl.com> wrote:
>
> Good afternoon, Marc,
>
> I appreciate your email and the information you have provided regarding the water restriction violation. Before proceeding, please respond to this email confirming that you are formally requesting that this matter be presented to the Board of Supervisors for review and consideration.
>
> At the staff level, EWD does not have the authority to rescind the violation; therefore, your request must be presented to the Board of Supervisors for its consideration.
>
> As EWD is required to comply with the applicable rules, regulations, and water conservation requirements established by the Southwest Florida Water Management District (SWFWMD), EWD is obligated at the staff level to enforce applicable water restriction violations in accordance with those requirements.
>
> Upon receipt of your written confirmation that you are requesting Board review, I will submit your email and the supporting documentation to the Board of Supervisors for consideration at its next regularly scheduled public meeting on October 8, 2026, at 8:30 a.m.
>
> The October 8 meeting is open to the public. Please be advised that your request, correspondence, supporting documentation, and any materials submitted to the Board in connection with this matter will become part of the public record and may be available for public inspection in accordance with applicable public-records requirements.
>
> You are welcome to attend the meeting in person and address the Board if you wish; however, your attendance is not required. I will provide the Board members with your correspondence and supporting documentation in advance of the meeting for their review and consideration.
>
> Following the Board's consideration of the matter, I will provide you with an update regarding the Board's determination.
>
> I await your response, thank you.
>

BOARD AGENDA ITEM SUMMARY 5a

MEETING DATE: October 8, 2026 **SUBJECT:** Minutes of the Regular Meeting dated September 10, 2026

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON: Ashley Aguiar **DEPARTMENT:** Administration

ITEM: Request Board approval of the minutes of the Regular Meeting dated September 10, 2026

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

MOTION: To approve the of minutes of the Regular Meeting dated September 10, 2026

Prepared By: Ashley Aguiar **Date:** October 1, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

ATTACHMENTS:

- Minutes of the Regular Meeting dated September 10, 2026

MINUTES
REGULAR MEETING
ENGLEWOOD WATER DISTRICT BOARD OF SUPERVISORS
201 SELMA AVENUE, ENGLEWOOD, FL 34223
September 10, 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., Executive Director
Robert H. Berntsson, District Counsel
Jodi Muthler, Operations Director
Dewey Futch, Water Operations Manager
Lisa Hawkins, Finance Director
Ashley Aguiar, Executive Assistant

1. PLEDGE OF ALLEGIANCE & ROLL CALL

2. **ANNOUNCEMENTS** – Additions or Deletions
2a. Addition - 6a. North Booster Pump Station Force Main Project

3. **PUBLIC INPUT**
3a. Gina Gullotta – 13 Jamestown Avenue, Englewood, FL 34223 – Water Violation - Staff presented a written request from Gina Gullotta of 13 Jamestown Avenue asking the Board to consider waiving and refunding a $100 irrigation violation penalty, noting her good-faith efforts to comply. Chair Taylor Meals acknowledged her efforts and noted the importance of consistent compliance with the District's watering restrictions. No motion was made to waive or refund the penalty, and the $100 fine remained in effect.

4. **PRESENTATIONS**

5. **CONSENT SECTION -** Chair Meals called for a motion to approve. Ms. Gaver moved "to approve as presented", seconded by Mr. Stern
5a. Minutes of the Regular Meeting dated August 13, 2026
Recommended Action: Approve the meeting minutes for August 13, 2026
5b. Big W Law Invoice dated August 31, 2026
Recommended Action: Approve the attorney's invoice in the amount of $2,325.00
5c. Oertel, Fernandez, Bryant & Atkinson Invoice dated September 2, 2026
Recommended Action: Approve the attorney's invoice in the amount of $10,650.00
5d. Henderson Franklin Invoice dated February 13, 2026
Recommended Action: Approve the attorney's invoices in the amount of $400.00.
5e. Developer Contributed Assets
5f. FY27 Special District Performance Measures Standards Form
5g. FY27 Customer Rules & Regulations
5h. FY27 Procurements for Board Approval
5i. Centennial Bank Signature Cards
5j. RBC Signature Cards

UNANIMOUS **CS 26-09-10 A – J**

6. **DISCUSSION** –

6a. North Booster Pump Station Force Main Project - Mr. Ledford led the discussion, noting that the item was added to the agenda and addressed SRF funding requirements and the necessary facilities plan update. The Board reached consensus to tentatively schedule the required public hearing for November 5, 2026, at 8:30 A.M. at the EWD.

7. ACTION ITEMS

7a. FY27 Employee Handbook – The Board reviewed the proposed FY27 Employee Handbook, which includes updates to timekeeping, overtime, meal periods, compensation, leave, benefits, and other workplace policies. The revisions are intended to clarify existing provisions and align the Handbook with current District practices. The Board's annual review is consistent with the requirement established under Resolution No. CS-25-3-13D.

Mr. Babington moved to "approve as presented", seconded by Ms. Gaver.

UNANIMOUS **26-09-10 A**

Full motion read: "To accept the proposed updates and approve the Englewood Water District Employee Handbook, effective October 1, 2026."

7b. Compensation Study Final Report - Mr. Ledford led the discussion. The final Compensation Study report, presented by Local Government Consulting, LLC and approved by the Board on August 13, 2026, was provided to the Board for review. The report contains five (5) sections, with seven (7) recommendations in Section 5. Most recommendations will be implemented effective October 1, 2026.

Ms. Gaver moved to "approve as presented", seconded by Mr. Babington.

UNANIMOUS **26-09-10 B**

Full motion read: "To adopt the Compensation Study Final Report as presented."

7c. EWD Resolution to CONP Resolution# 2026-R-41 - Mr. Ledford led the discussion on a Resolution authorizing the District to negotiate with the City of North Port and other affected governmental entities regarding the proposed Winchester Ranch annexation, service boundaries, utility services, and related matters. The Resolution preserves the District's rights and positions, including those related to pending litigation, and clarifies that participation in discussions does not constitute approval, consent, waiver, or commitment to any proposal or agreement.

Mr. Stern moved to "approve as presented", seconded by Mr. Babington.

UNANIMOUS **26-09-10 C**

Full motion read: "To approve the Resolution as presented and authorize the EWD's Executive Director and legal counsel to participate in negotiations regarding service boundaries, utility service, and related matters."

7d. Selection of Independent Auditing Services - Mr. Ledford led the discussion regarding Request for Proposals (RFP) 2026-146 for Financial Auditing Services, which was conducted in accordance with Section 218.391, Florida Statutes. He noted that three proposals were received and subsequently evaluated by the Selection Committee during their meeting on September 3, 2026. Based on the evaluation criteria established in the RFP, the Committee recommended a final ranking of (1) Mauldin & Jenkins, (2) Purvis, Gray and Company, and (3) Grau and Associates.

Mr. Stern moved to "approve as presented", seconded by Ms. Gaver.

UNANIMOUS **26-09-10 D**

Full motion read: "To approve the Resolution as presented and authorize the EWD's Executive Director and legal counsel to participate in negotiations regarding service boundaries, utility service, and related matters."

8. <u>EXECUTIVE DIRECTOR'S REPORT</u> – Keith R. Ledford, Jr., P.E.

Mr. Ledford mentioned EWD's participation in the Pioneer Day Parade. Chair Meals acknowledged and thanked the EWD staff who participated, including those who worked behind the scenes to clean and prepare the vehicles. Mr. Ledford also reminded staff that the annual Ethics Course is due by the end of December. He noted that he and Ms. Muthler will attend WEFTEC in New Orleans from September 26–30, pending any weather-related cancellations, with plans to meet with vendors and learn about wastewater treatment equipment, technologies, and options for future wastewater plant expansions.

8a. OPERATIONS REPORT – Dewey Futch

Production

- August 2026 water send-out totaled 91.56 MG, averaging 2.95 MGD, with a peak of 3.94 MGD, compared to 76.32 MG, 2.46 MGD, and 3.00 MGD, respectively, in August 2025.
- Total rainfall was 8.18 inches, compared to 7.64 inches in August 2025.
- Restoration & Protective Services completed painting of the storage tank roofs.
- Deloach Industries successfully completed degasifier repairs and media replacement at the RO Plant.
- Plant operators continued routine maintenance and daily operations.

Distribution

- Distribution experienced 11 incidents, including six requiring boil-water notices, all cleared after two days of bacteriological testing. Five incidents involved boring contractors, two were scheduled maintenance projects, and four were routine water main breaks.
- 141 new meter sets were installed, representing 141 ERCs, and 158 radio heads were replaced.
- Distribution completed 428 work orders, while meter readers completed 784.

WRF

- Average daily flow was 1.40 MGD, compared to 1.56 MGD in August 2025. Peak daily flow was 2.09 MGD, compared to 2.05 MGD.
- Plant operators continued routine operations and maintenance.

Collections

- Installation of the new telescoping panel at Lift Station 205 is underway.
- Approximately 40 feet of 6-inch pipe was installed for a new tap on Belvidere Street.
- 55 work orders were completed during the month.

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

8c. FINANCE REPORT – Lisa Hawkins

Financial Reports

With only one month remaining in the fiscal year, operating revenues through August totaled $25.0 million, representing 94.5% of the annual budget. Operating expenses totaled $17.1 million, or 74.8% of budget, resulting in an operating surplus of $7.9 million. Cash capital contributions totaled $7.9 million through August, slightly

exceeding the $7.6 million annual budget. The increase in August was primarily attributable to capital fees received for The Esplanade at Wellen Park, Phase 1B.

Investments
Cash and investments totaled $40.8 million as of August 31, compared with $38.3 million at the end of July, an increase of $2.5 million.

9. **ATTORNEY'S REPORT** –**Robert H. Berntsson -** Attorney Berntsson advised that Mr. Stern's required paperwork was not received in Tallahassee by the applicable deadline, resulting in the position becoming vacant in November. He stated that, pursuant to the Enabling Act, the Board has the authority to appoint an individual to fill the vacancy. As Mr. Stern was unopposed, there is no requirement to advertise the position. The Board determined that the vacancy would not be advertised.

10. **OLD BUSINESS** - None

11. **NEW BUSINESS** Chair Meals proposed changing the Board packet deadline to the close of business on Thursdays to allow additional time for Board members to receive and review their packets. He also recommended that Board member comments remain limited in scope and not develop into extended discussions. If a comment begins to require further discussion, the matter should be brought back as a separate discussion item.

12. **PUBLIC COMMENT – ANY TOPIC** – None

13. **BOARD MEMBER COMMENTS** – All Board members expressed their appreciation for the success of the Pioneer Day Parade and were pleased with the strong turnout and participation from both the public and EWD staff. Appreciation was also expressed for the staff who contributed both during the parade and behind the scenes to help make the event a success.

14. **ADJOURN @ 9:18am**

_____
Tony Babington-Vice Chair
APPROVED/aa

BOARD AGENDA ITEM SUMMARY 5b

MEETING DATE: October 8, 2026

SUBJECT: The Big W Law Attorney's Invoice dated September 30, 2026

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON: Lisa Hawkins **DEPARTMENT:** Finance

ITEM: Request Board approval for payment of the Big W Law Attorney's invoice dated September 30, 2026

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101 **Budget Resolution Required:** ____ yes __X__ no

MOTION: To approve the Big W Law Attorney's invoice dated September 30, 2026, for services rendered in the amount of $2,250.00. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar **Date:** October 1, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

ATTACHMENTS: The Big W Law Attorney's invoice dated September 30, 2026

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

3195 S. Access Road, Englewood, Florida 34224

941-627-1000

Englewood Water District
aaguiar@ewdfl.com
201 Selma Avenue

Englewood, FL 34223

Statement Date: 09/30/2026
Statement No. 39884
Account No. 8.0000

Received by EWD
9/30/26 at 2:29pm AA

Legal Services
PO# 60723

PO# 60723

FOR PROFESSIONAL SERVICES RENDERED

			Rate	Hours	
09/01/2026	RHB	Conference with Mr. Fernandez, et. al.; Conference with Mr. Ledford, Ms. Aguiar; Email(s) with Ms. Aguiar; Email(s) with Mr. Fernandez; Email(s) with Mr. Ledford.	300.00	1.50	450.00
09/02/2026	RHB	Email(s) with Ms. Bagley; Email(s) with Ms. Wheaton; Review Florida Statutes re: procurement.	300.00	0.50	150.00
09/03/2026	RHB	Email(s) with Ms. Wheaton.	300.00	0.25	75.00
09/04/2026	RHB	Email(s) with Ms. Aguiar; Review agenda.	300.00	0.25	75.00
09/08/2026	RHB	Email(s) with Ms. Aguiar; Email(s) with Ms. Montanez.	300.00	0.25	75.00
09/09/2026	RHB	Email(s) with Ms. Petty; Email(s) with Ms. Aguiar; Email(s) with Ms. Montanez; Email(s) with Mr. Chunco; Email(s) with Ms. Greiner.	300.00	0.50	150.00
09/10/2026	RHB	Prepare for and attend Board of Supervisors Meeting; Review Enabling Act; Email(s) with Mr. Ledford.	300.00	1.50	450.00
09/11/2026	RHB	Email(s) with Mr. Ledford.	300.00	0.25	75.00
09/15/2026	RHB	Email(s) with Ms. Aguiar; Review Resolutions for participation in North Port annexation negotiations; Telephone conference with Ms. Aguiar; Telephone conference with Mr. Fernandez.	300.00	0.75	225.00
09/22/2026	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
09/23/2026	RHB	Email(s) with Mr. Fernandez; Email(s) with Ms. Aguiar.	300.00	0.25	75.00
09/24/2026	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
09/25/2026	RHB	Email(s) with Ms. Aguiar; Email(s) with Mr. Fernandez.	300.00	0.25	75.00

Please include statement number and make checks payable to THE BIG W LAW FIRM

Englewood Water District
Account No. 8.0000
RE: Legal Services

Statement Date: 09/30/2026
Statement No. 39884

			Rate	Hours	
09/28/2026	RHB	Email(s) with Ms. Petty; Email(s) with Ms. Troxell.	300.00	0.25	75.00
09/29/2026	RHB	Email(s) with Ms. Karpova; Email(s) with Ms. Troxell; Email(s) with Ms. Eschmann.	300.00	0.25	75.00
09/30/2026	RHB	Email(s) with Ms. Aguiar.	300.00	0.25	75.00
		For Current Services Rendered		7.50	2,250.00

Recapitulation

Timekeeper	Hours	Rate	Total
Robert Berntsson	7.50	$300.00	$2,250.00

PREVIOUS BALANCE	$2,325.00
Total Current Work	2,250.00
Payments	
Total Payments for 09/30/2026	-2,325.00
Balance Due	$2,250.00

Billing History

Fees	Hours	Expenses	Advances	Finance Charge	Payments
190,287.50	706.01	0.00	52.80	0.00	188,090.30

Please include statement number and make checks payable to THE BIG W LAW FIRM

BOARD AGENDA ITEM SUMMARY 5c

MEETING DATE: October 8, 2026

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

CATEGORY: __X__ 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 September 30, 2026.

PURPOSE / JUSTIFICATION: Legal services rendered.

FISCAL IMPACT: 500311-500-101 **Budget Resolution Required:** ____ yes __X__ no

MOTION: To approve the Oertel, Fernandez, Bryant & Atkinson Attorney's invoice dated September 30, 2026, for services rendered concerning the Winchester Ranch Development in the amount of $19,694.90. Funds to come from water/wastewater revenues.

Prepared By: Ashley Aguiar **Date:** September 2, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

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

BOARD AGENDA ITEM SUMMARY 5d

MEETING DATE: October 8, 2026 **SUBJECT:** Audit Examination Engagement Letters

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON: Lisa Hawkins DEPARTMENT: Finance

ITEMS: Audit Examination Engagement Letters

PURPOSE / JUSTIFICATION: The audit examination letters outline the fees and auditing services provided by Mauldin & Jenkins, LLC. Signatures by the Executive Director and the Chair affirm EWD's agreement with the terms of their engagement.

MOTION: To authorize the Executive Director and the Chair to sign the Audit Examination Engagement Letters dated September 11, 2026.

Prepared By: Ashley Aguiar **Date:** September 30, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

Attachment:

- FY26 Engagement Letter #1
- FY26 Engagement Letter #2

MAULDIN & JENKINS
CPAs & ADVISORS

September 11, 2026

Board of Supervisors
Englewood Water District
201 Selma Avenue
Englewood, Florida 34223

Attention: Keith R. Ledford, Administrator and Lisa Hawkins, Finance Director

The following represents our understanding of the services we will provide Englewood Water District (the "District").

You have requested that we audit the financial statements of the District, as of September 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the District's compliance over major federal awards or state programs for the period ended September 30, 2026, if applicable. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District's major federal awards and state programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the District complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America (US GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America.

These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the Total OPEB Liability and Related Ratios.
3. Schedule of Proportionate Share of the Net Pension Liability – FRS and HIS.
4. Schedule of the District Contributions – FRS and HIS.
5. Schedule of Change in the Net Pension Liability and Related Ratios – Employees' Pension Plan.
6. Schedule of the District's Contributions – Employees' Pension Plan.
7. Schedule of the District's Pension Investment Returns – Employees' Pension Plan.

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule of Operating Expenses by Department.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Schedule of Monthly Water and Wastewater Rates.
2. Schedule of Insurance Coverage.

Schedule of Expenditures of Federal Awards and or Schedule of State Financial Assistance
We will subject the schedule of expenditures of federal awards and the schedule of state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and or the schedule of state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the Florida State Single Audit Act and the Department of Financial Services State Projects Compliance Supplement, as applicable. As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risk during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Furthermore, the determination of waste and abuse is subjective and *Government Auditing Standards* does not require auditors to perform specific procedures to detect waste or abuse nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance

Our audit of the District's major federal award programs and state projects compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the Florida State Single Audit Act and the *Department of Financial Services* State Projects Compliance Supplement, as applicable, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the Florida State Single Audit Act and other procedures we consider necessary to enable us to express such an opinion on major federal award program and state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the District's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and the *Department of Financial Services* State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the District's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities
Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and the schedule of state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services
With respect to any nonattest services we perform, including the following:

- Assistance with preparation of the financial statements and related notes.
- Assistance with preparation of the schedule of expenditures of federal awards and schedule of state financial assistance and related notes.

We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control. Furthermore, you acknowledge that the working digital files used to prepare your financial statements constitute proprietary information to us, and we reserve all rights to these files.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.
- The nonattest services are limited to the items noted above previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the Board of Supervisors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reasons, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate. It may also significantly change original timelines for estimated completion of the audit.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We expect to begin our audit at an agreeable time and to issue our reports no later than March 31, 2027. Wade P. Sansbury is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $36,000 for the year ended September 30, 2026. If Single Audits are necessary (either federal or state) an additional $5,500 will be applied per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: $5,000 upon signing the engagement letter and then thereafter as work progresses. Invoices are payable on presentation; a service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary or if there are significant delays in receiving the information needed to complete our audit procedures, the above fee estimate may need to be revised.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Englewood Water District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

MAULDIN & JENKINS
CPAs & ADVISORS

September 11, 2026

Board of Supervisors
Englewood Water District
201 Selma Avenue
Englewood, Florida 34223

Attention: Keith R. Ledford, Administrator and Lisa Hawkins, Finance Director

You have requested that we examine the compliance with Section 218.415, Florida Statutes, regarding the investment of public funds of the Englewood Water District (the "District") as of or for the period ended September 30, 2026. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether management's assertion that the District is in compliance with Section 218.415, Florida Statutes is fairly stated, in all material respects.

Practitioner Responsibilities
We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain evidence about management's assertion regarding the District's compliance with Section 218.415, Florida Statutes. The nature, timing and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of management's assertion, whether due to fraud or error.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the subject matter, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Our responsibility is limited to the period covered by our examination and does not extend to any other periods.

Management Responsibilities
Our examination will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For compliance with Section 218.415, Florida Statutes, regarding the investment of public funds;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of the District's compliance due to fraud or error;
3. For selecting and determining the suitability and appropriateness of the criteria upon which the compliance with Section 218.415 will be evaluated;

4. Responsibility for, and agree to provide us with, a written assertion about whether the District is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement; and
5. To provide us with:
    I. Access to all information of which management is aware that is relevant to the compliance with Section 218.415 such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
    II. Additional information that we may request from management for the purpose of the examination; and
    III. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain evidence.

As part of our examination process, we will request from management written confirmation concerning representations made to us in connection with the examination.

We will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including attestation standards established by the AICPA.
- This engagement is limited to our examination of the District's assertion of compliance with Section 218.415, Florida Statutes as previously outlined. Our Firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting
We will issue a written report upon completion of our examination of the District's compliance with Section 218.415, Florida Statutes. Our report will be addressed to the Board of Commissioners of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other
We understand that your employees will prepare us with the information required for our examination and will locate any documents or support for any other transactions we select.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Regarding the electronic dissemination of the practitioner's report, including reports published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the subject matter or assertion.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

We expect to begin our examination at an agreeable time and to issue our reports in conjunction with the issuance of the District's financial statements.

Wade P. Sansbury is the engagement partner for the services specified in this letter. The engagement partner's responsibilities include supervising Mauldin & Jenkins' services performed as part of this engagement and signing or authorizing another qualified Firm representative to sign the attest report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. Our fees for these services are included in the District's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

The attest documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain attest documentation available to the State pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Mauldin & Jenkins' personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our attest documentation or work papers for a period of at least five years from the date of our report.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our examination including our respective responsibilities. If you have any questions, please let us know. We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,
MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA
Partner

RESPONSE:
This letter correctly sets forth the understanding of the Englewood Water District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

BOARD AGENDA ITEM SUMMARY 5e

MEETING DATE: October 1, 2026 **SUBJECT:** High Service Pump #8 Replacement

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON : Dewey Futch **DEPARTMENT :** Production

ITEM: High Service Pump #8 Replacement

PURPOSE / JUSTIFICATION: High Service Pump #8 is budgeted for replacement in FY27. The cost exceeds the Executive Director's $50,000 authority to approve. The existing pump is well over 30 years old and while repairs on this pump have been performed in the past, the cost of repairs continues to increase and should be replaced at this time. Per quotation, T245081, the replacement pump will be a Goulds 3410L pump with a severe duty premium efficient motor mounted on a fabricated steel base with coupling and guard. The total cost of the pump, including shipping and installation, is $118,874.00. The estimated lead time for the pump is 30 weeks.

The District has standardized its high service pumps to Goulds pumps in order to maintain uniformity of equipment in the facility and is requesting Board approval to authorize the single source procurement of the requested pump from Hudson Pump and Equipment, as a Purchasing exception to competition. Standardization of equipment is important to ensure compatibility of parts and components, streamline maintenance procedures, and improve operational reliability.

Hudson Pump and Equipment is the exclusive authorized municipal distributor and repair facility for Goulds pumps in the state of Florida. Please see attached letter dated January 9, 2026, as well as Quotation T245081, dated September 29, 2026.

FISCAL IMPACT: 500467-530-101 System Repair & Maint - Prod **Budget Resolution Required**: ____ yes __X__ no

Amount Budgeted	$	$1,344,057.45
Year to Date Expenditures	$	($253.51)
Total Expenditure Required	$	($118,874.00)
Remaining in Budget	$	$1,224,929.94

MOTION: To authorize single source procurement, including shipping and installation of one (1) Goulds 10X12-14 Model 3410L Pump from Hudson Pump & Equipment in the amount of $118,874.00.

Prepared By: Bee Ling Wheaton **Date:** October 1, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

ATTACHMENTS: Hudson Pump Sales Quote Number T245081, dated 09/29/26

v. 7.17.26

ENGLEWOOD WATER DISTRICT

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

REQUESTER: Dewey Futch DEPT: Production COST OF REQUISITION ($): 118,874.00

REQUESTER APPROVAL AUTHORITY ($): 5,000.00

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

ACCT NAME & NO: Systems Repair & Maintenance

REMAINING BALANCE IN ACCT BEFORE PURCHASE ($): 1,344,057.00

FIXED ASSET (Y/N)? N BUDGETED ITEM (Y/N)?: Y

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.

Hudson Pump purchase of Goulds Pump 3410 pump cost $97,594.00 and removal and installation cost of new pump at $21,280.00. Quote T245081 dated 9/29/26.

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

PROCUREMENT METHOD: Exclusive municipal rep for Goulds, see 1/9/26 letter. (Standardization)

PROCUREMENT MANAGER SIGNATURE Date: 10/1/26

MANAGER'S SIGNATURE
Print Name:
Date:

MANAGER'S SIGNATURE
Print Name: Dewey Futch
Date: 10-1-26

MANAGER'S SIGNATURE
Print Name:
Date:

MANAGER'S SIGNATURE
Print Name: Jodi Lyn Muthler
Date: 10/01/26

EXECUTIVE DIRECTOR'S SIGNATURE (*For requisitions above $5,000*) Date: 10.1.26

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.

Hudson Pump & Equipment
A Division of Tencarva Machinery Company

Sales Quotation

Quotation Number:	T245081	Quotation Date:	09/29/2026	Sales Engineer:	SCOTT CHISHOLM
Revision No:	2	Date Printed:	09/29/2026	Phone:	(C) (863) 940-5711 (O) 863-665-7867
Customer Number:	107542				schisholm@tencarva.com
Customer RFQ		Order Contact:	CATHY JACKSON	Branch:	FL LAKELAND

Document Address:
ENGLEWOOD WATER DISTRICT
201 SELMA AVENUE
ENGLEWOOD FL 34223

Delivery Address:
ENGLEWOOD WATER DISTRICT
ATTN: KATHY DEAN
201 SELMA AVENUE
ENGLEWOOD FL 34223

Payment Terms:	Net 30	Customer Contact:	DEWEY FUTCH
Terms of Delivery:	FOB SHIPPING POINT PREPAID & ALLOW	Customer Phone:	941-468-9746
Ship Via:	BEST WAY FREIGHT ALLOWED	Customer Email:	DFUTCH@ENGLEWOODWATER.COM

30 WEEK LEAD TIME

QUOTE VALID FOR 30 DAYS

Pos	Part No / Description	QTY	Unit	Sell Price	Ext. Sell Price
1	**GOULDS 3410 PUMP** . 10X12-14 MODEL 3410L PUMP, ALL IRON/316SS CONSTRUCTION, 12.50IN IMPELLER, CCW ROTATION, JOHN CRANE CARTRIDGE SEAL, 150HP, 1800RPM, 445T FRAME, IEEE841 SEVERE DUTY PREMIUM EFFICIENT MOTOR MOUNTED ON FABRICATED STEEL BASE WITH COUPLING AND GUARD	1	EA	$ 97,594.00	$ 97,594.00
2	**TMC SERVICE** . REMOVAL OF EXISTING 3410 PUMP AND INSTALLATION OF NEW 3410L, 10X12-14 PUMP.	1	EA	$ 21,280.00	$ 21,280.00

Sub Total: **$ 118,874.00**

Gross Total: **$ 118,874.00**

LAKELAND ADDRESS:
HUDSON PUMP
3524 CRAFTSMAN BLVD
LAKELAND, FL 33803
PHONE (863)665-7867
FAX (863)666-5649
CREDIT@TENCARVA.COM
WWW.HUDSONPUMP.COM

REMIT TO BY MAIL/ONLINE:
TENCARVA MACHINERY COMPANY
PO BOX 604494
CHARLOTTE, NC 28260-4494

WWW.TENCARVA.COM

REMIT BY ACH:
RECEIVING BANK: WELLS FARGO NA
ABA/ROUTING #: 121000248
ACCOUNT #: 4654637826

EMAIL FOR REMITTANCE: PAYMENTS@TENCARVA.COM

GOULDS PUMPS
An ITT Brand

ITT Goulds Pumps
Seneca Falls, NY

Rob Lowe
Municipal Sales
Gibsonia, PA 15044
Cell: 724-759-5857

Date: January 9, 2026

Subject: ITT Goulds Pumps Municipal Representation
State of Florida

To: Whom it may concern

This Document serves as official notice that **Hudson Pump & Equipment**, a **Division of Tencarva Machinery Company** is the exclusive municipal representative for all sales of **ITT Industrial Process** products in the state of Florida. This exclusivity agreement applies to all ITT Industrial Process products as shown below:

- ITT Goulds Pumps sold under the "brand names" of **Goulds Pumps, Allis-Chalmers, Goyne Pump** and **Morris Pumps. (Please note:** Goyne Pump Company was acquired by ITT Goulds Pumps in 1979 and Morris Pumps was acquired by ITT Goulds Pumps in 1981).
- ITT Goulds Pumps' repair parts sold under the "brand names" **Goulds Pumps, Allis-Chalmers, Goyne Pump** and **Morris Pumps.**
- In addition, Hudson Pump is the "only" Goulds Pumps Authorized Service Center (ASC) within the state of Florida which gives them exclusive "authorized" rights for the repair / rebuild of Goulds Pumps equipment.

If you have any questions regarding this agreement, please don't hesitate to contact me.

Best regards,

Rob Lowe

Rob Lowe
ITT Goulds Pumps
East Region Municipal Sales Manager

BOARD AGENDA ITEM SUMMARY 5f

MEETING DATE: October 1, 2026 **SUBJECT:** RO Transfer Pump #4 Replacement

CATEGORY: __X__ Consent ____ Discussion ____ Action

CONTACT PERSON : Dewey Futch **DEPARTMENT :** Production

ITEM: RO Transfer Pump #4 Replacement

PURPOSE / JUSTIFICATION: The production Department is requesting the purchase of a Xylem Goulds transfer pump, Model 12RJLC-1 Stage to replace existing transfer pump #4 at the RO plant. The purchase of this pump will be through single source procurement from Hudson Pump and Equipment. The total cost of the pump, including shipping and installation is $61,887.00. The estimated lead time is 20-24 weeks. The replacement of this pump was budgeted in Production's FY27 budget. The cost exceeds the Executive Director's $50,000 authority to approve.

The District has standardized its high service pumps to Goulds pumps in order to maintain uniformity of equipment in the facility and is requesting Board approval to authorize the single source procurement of the requested pump from Hudson Pump and Equipment, as a Purchasing exception to competition. Standardization of equipment is important to ensure compatibility of parts and components, streamline maintenance procedures, and improve operational reliability.

Hudson Pump and Equipment is the exclusive authorized municipal distributor and repair facility for Goulds pumps in the state of Florida. Please see attached letter dated January 9, 2026, as well as Quotation 92926RB1, dated September 29, 2026.

FISCAL IMPACT: 500467-530-101 System Repair & Maint - Prod **Budget Resolution Required**: ____ yes __X__ no

Amount Budgeted	$	$1,344,057.45
Year to Date Expenditures	$	($253.51)
Total Expenditure Required	$	($61,887.00)
Remaining in Budget	$	$1,281,916.94

MOTION: To authorize single source procurement and installation of one (1) Xylem Goulds Water Technology Model 12RJLC-1 Stage Pump from Hudson Pump & Equipment in the amount of $61,887.00.

Prepared By: Bee Ling Wheaton **Date:** October 1, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

ATTACHMENTS: Hudson Pump Sales Quote Number 092926RB1, dated 09/29/26

v. 7.17.26

ENGLEWOOD WATER DISTRICT

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

REQUESTER: Dewey Futch DEPT: Production COST OF REQUISITION ($): 61,887.00

REQUESTER APPROVAL AUTHORITY ($): 5,000.00

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

ACCT NAME & NO: Systems Repair & Maintenance

REMAINING BALANCE IN ACCT BEFORE PURCHASE ($): 1,344,057.00

FIXED ASSET (Y/N)? ~~Y~~ N BUDGETED ITEM (Y/N)?: Y

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.

Hudson Pump purchase of Goulds Pump Model - 12RJLC-1 for RO Plant Transfer pump replacement

Cost $39,897.00 and removal of old pump and labor replacement at $21,990.00

Quote 092926RB1 dated 9/29/26.

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

PROCUREMENT METHOD: Exclusive municipal rep for Goulds (standardization). See 1/9/26 letter.

PROCUREMENT MANAGER SIGNATURE Date: 10/1/26

MANAGER'S SIGNATURE
Print Name:
Date:

MANAGER'S SIGNATURE
Print Name: Dewey Futch
Date: 10.1.26

MANAGER'S SIGNATURE
Print Name:
Date:

MANAGER'S SIGNATURE
Print Name: Jodi Lynn Muthler
Date: 10/01/26

EXECUTIVE DIRECTOR'S SIGNATURE (*For requisitions above $5,000*) Date: 10/1/26

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.

Hudson
Pump & Equipment
A *Division of Tencarva Machinery Company*

3524 Craftsman Boulevard
Lakeland, FL 33803-7307
Tel: (863) 665-7867
Fax: (863) 666-5649

Quote No.	092926RB1	Date:	09/29/26
Customer:	Englewood Water District	No. Pages:	1
Attn.:	Dewey Futch		
Location:	Englewood, FL		
Phone:		Terms:	N30
e-mail:	dfutch@englewoodwater.com	F.O.B.:	Destination
From:	Roger Burna/Scott Chisholm		

Conditions of Service: 1,050 GPM @ 43 ft TDH

We are pleased to quote as follows:

qty	Description	Price Each	
1	Pump, Xylem Goulds Water Technology Model 12RJLC-1 Stage, Cast Iron Bowl/316SS Impeller, Vesconite Bearings, 316SS Shafting, Cast Iron Discharge Head w/8" Flanged Discharge Connection, John Crane 5610 Cartridge Seal, Steel Column Pipe, 316SS Suction Strainer, and a 30 HP, 1800 RPM, 3 Ph, 60 Hz, 230/460V, TEFC, Premium Efficient, Vertical Hollow Shaft Motor, with NRR and Steady Bushing.	$39,897.00	
1	Removal of Old Pump and Installation of New Xylem/GWT (TTO) Model 12RJLC-1 Pump with New Stainless Steel Sole Plate and includes Labor & Materials.	$21,990.00	
	Quotation valid 30 Days		

With the following notes:

1. Freight included.
2. Delivery: 20-24 weeks.
3. The prices set forth in this quote are based on the tariff rates, duties, government charges, and trade regulations in effect as of the date of the quote. If, after the quote date, any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, we reserve the right to adjust the pricing of the affected goods to reflect the increased costs.

Best Regards,

Roger Burna

GOULDS PUMPS
An ITT Brand

ITT Goulds Pumps
Seneca Falls, NY

Rob Lowe
Municipal Sales
Gibsonia, PA 15044
Cell: 724-759-5857

Date: January 9, 2026

Subject: ITT Goulds Pumps Municipal Representation
State of Florida

To: Whom it may concern

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- ITT Goulds Pumps sold under the "brand names" of **Goulds Pumps, Allis-Chalmers, Goyne Pump** and **Morris Pumps. (Please note:** Goyne Pump Company was acquired by ITT Goulds Pumps in 1979 and Morris Pumps was acquired by ITT Goulds Pumps in 1981).
- ITT Goulds Pumps' repair parts sold under the "brand names" **Goulds Pumps, Allis-Chalmers, Goyne Pump** and **Morris Pumps.**
- In addition, Hudson Pump is the "only" Goulds Pumps Authorized Service Center (ASC) within the state of Florida which gives them exclusive "authorized" rights for the repair / rebuild of Goulds Pumps equipment.

If you have any questions regarding this agreement, please don't hesitate to contact me.

Best regards,

Rob Lowe

Rob Lowe
ITT Goulds Pumps
East Region Municipal Sales Manager

BOARD AGENDA ITEM SUMMARY 5f

MEETING DATE: October 8, 2026

SUBJECT: Special District Performance Measures/ Standards & Annual Reporting Form

CATEGORY: __X__ **Consent** ____ **Discussion** ____ **Action**

CONTACT PERSON: Keith R. Ledford, Jr., P.E. **DEPARTMENT:** Administration

ITEM: Special District Performance Measures/Standards & Annual Reporting Form.

PURPOSE / JUSTIFICATION: Per Section 189.0694, Florida Statutes, beginning October 1, 2024 and each Fiscal Year (FY) thereafter, each Special District will be required to:

- Establish goals and objectives for each program and activity undertaken by the district;
- Establish performance measures and standards to determine if the district's goals and objectives are being achieved.

Additionally, a report of whether the district met the goals and objected from the previous year is required to be published by December 1 following the conclusion of the previous FY.

MOTIONS: To approve the proposed Special District Performance Measures/Standards & Annual Reporting Form for FY26 as presented.

Prepared By: Ashley Aguiar **Date:** October 1, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

ATTACHMENTS:

- Special District Performance Measures/Standards & Annual Reporting Form FY26

ENGLEWOOD WATER DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least six (6) regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of six (6) regular board meetings was held during the fiscal year.

Achieved: Yes___X___ No_____

Goal 1.2 Notice of Meetings Compliance

Objective: Publish public notice of each meeting at least seven days in advance on the District website, as specified in Section 189.069(2), Florida Statutes.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were published 7 days' notice per statute on the District's website.

Achieved: Yes___X___ No_____

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes___X___ No_____

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes___X__ No_____

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was presented to the Board by mid-June and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes___X___ No_____

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District website.

Standard: District website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes___X___ No_____

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the District website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District website and transmitted to the State of Florida.

Achieved: Yes___X___ No_____

Signed and acknowledged this _____ day of _____, 2026.

_____ _____

Keith R. Ledford, Jr., Executive Director Taylor Meals, Board of Supervisors Chair

BOARD AGENDA ITEM SUMMARY 7b

MEETING DATE: October 8, 2026 **SUBJECT:** Ratification 2026-2027 PRM Insurance Renewal

CATEGORY: __X__ **Consent** ____ **Discussion** ____ **Action**

CONTACT PERSON: Keith R. Ledford, Jr., P.E. **DEPARTMENT:** Administration

ITEM: Ratification 2026-2027 PRM Insurance Renewal

PURPOSE / JUSTIFICATION: Following the September Board meeting, the Executive Director met with World Risk Management (WRM) to finalize the District's FY2027 Property & Casualty Insurance coverage. WRM provided two coverage options: a one-year or two-year coverage agreement. Additionally, they requested the District to authorize execution of the insurance agreement and bind coverage prior to October 1, 2026.

After reviewing the available options, staff believes the two-year coverage agreement was a more advantageous option for the District. With this option the total premium cost for FY27 is $639,543.00 resulting in an approximate -3.97% decrease in the premium compared to FY26. With both available coverage options being in excess of the Executive Director's delegated approval authority, an emergency memorandum was requested to obtain the requisite authorization from the Chair prior to the coverage deadline.

MOTIONS: Motion to ratify the emergency authorization and the Executive Director's execution of the District's Two-Year Property & Casualty Insurance Coverage Agreement with World Risk Management (WRM), with the premium due for FY27 in the amount of $639,543.00.

Prepared By: Ashley Aguiar **Date:** October 1, 2026

Approvals:

_____	_____	_____
Executive Director	Finance	Operations

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

ATTACHMENTS:

- Emergency Memorandum & Executed 2026 - 2027 PRM Insurance Renewal

MEMORANDUM

TO: Taylor Meals, Board Chair

FROM: Keith R. Ledford, Jr., P.E., Executive Director

DATE: September 29, 2026

SUBJECT: 2026–2027 PRM Insurance Renewal

This memorandum serves to formally request your direction regarding Englewood Water District's upcoming insurance renewal, which is scheduled to become effective **October 1, 2026**.

EWD recently received the attached insurance renewal information and corresponding options. Given the October 1, 2026, effective date and the recent receipt of the renewal materials, there is insufficient time to obtain formal action from the Board of Supervisors prior to the effective date. Accordingly, emergency action is necessary to provide direction regarding the renewal and ensure the District maintains continuous insurance coverage.

The attached proposal provides two renewal options for consideration:

Option 1 – One-Year Coverage
Coverage for the period of October 1, 2026, through October 1, 2027, with a proposed premium of $652,542.

Option 2 – Two-Year Coverage Agreement
A two-year coverage agreement beginning October 1, 2026, with a proposed first-year premium of $639,543. The agreement provides that the applicable rates, rather than premiums, will remain the same for the two coverage periods, subject to the terms and conditions set forth in the attached agreement.

Staff Recommendation
After reviewing the available options, staff believes **Option 2 – Two-Year Coverage Agreement** is the more advantageous option for the District. The proposed first-year premium under Option 2 is $12,999 less than Option 1, resulting in an immediate savings to EWD. In addition, the two-year agreement provides rate stability for the second coverage period, subject to the terms and conditions of the agreement. Based upon the information provided in the attached renewal materials, staff believes Option 2 provides the better overall financial value for the District.

Board Chair Direction
Please review the attached renewal materials and indicate your direction by circling one of the following options:

OPTION 1 – ONE-YEAR COVERAGE

OPTION 2 – TWO-YEAR COVERAGE AGREEMENT

Selected Option: ☐ OPTION 1 ☒ OPTION 2

Taylor Meals, Board Chair

Signature: Taylor Meals

Date: 9/29/26

The action taken pursuant to this emergency memorandum will be presented to the EWD Board of Supervisors for ratification at its October 8, 2026, board meeting.

Attached: 2026–2027 PRM Insurance Renewal Proposal

Request to Bind Coverage – Two Year Coverage Agreement

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

PREMIUM BREAKDOWN				
LINE OF COVERAGE	2025 – 2026	2026 – 2027	% CHANGE	BIND COVERAGE FOR
PROPERTY & CRIME	$507,034	$458,057		☐
EQUIPMENT BREAKDOWN	$6,471	$5,432		☐
LIABILITY	$110,651	$126,443		☐
WORKERS' COMPENSATION	$53,837	$60,055		☐
PREFERRED MEMBER PARTICIPATION CREDIT	-$12,025	-$10,445		☐
GRAND TOTAL	$665,968	$639,543	-3.97%	

OPTIONAL / ANCILLARY COVERAGES	UNLESS INDICATED AS INCLUDED, THE COST OF COVERAGES REFERENCED BELOW ARE IN ADDITION TO, AND NOT A PART OF THE GRAND TOTAL ABOVE.			
CYBER LIABILITY	INCLUDED	INCLUDED		☐
POLLUTION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐
AVIATION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐

Payment Plan: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at the inception and is equal to 25% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Taylor Meals
Signature of Authorized Representative

Taylor Meals
Printed Name of Authorized Representative

CHAIR
Title of Authorized Representative

9/29/26
Dated

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

Two Year Coverage Agreement

PRM is offering a Two-Year Coverage Agreement option, with rates, not premiums, guaranteed to remain the same for the 10/1/2027 to 10/1/2028 Coverage Period [Coverage Periods (i) 10/1/2026 12:01am to 10/1/2027 12:01am (ii) 10/1/2027 12:01am to 10/1/2028 12:01am].

This Two-Year agreement does not constitute a bar on the ability of a PRM member to withdraw from the PRM Pool.

This Two-Year Agreement is subject to the following, for Liability, Property & Workers' Compensation:

LIABILITY
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027. 3. PRM incurred loss ratio = paid losses and claim reserves divided by annual liability premium. 4. If members loss ratio is breached, PRM reserves the right to re-underwrite. 5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.** 6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement. 7. Premiums are subject to change based on increases/decreases in payroll.
PROPERTY (INCLUDING B&M AND PRIMARY CRIME)
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. If PRM's Property renewal rate at June 1, 2027 increases by more than 12.5% PRM reserves the right to re-underwrite. 3. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027. 4. PRM incurred loss ratio = paid losses and claim reserves divided by annual Property premium. 5. If members loss ratio is breached, PRM reserves the right to re-underwrite. 6. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.** 7. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement. 8. Premiums are subject to change based on increases/decreases in TIV. 9. Two Year Agreement applies to both Wind and Ex-wind rates.
WORKERS' COMPENSATION
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027.

3. PRM incurred loss ratio = paid losses and claim reserves divided by annual Work Comp premium.
4. If members loss ratio is breached, PRM reserves the right to re-underwrite.
5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.**
6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement.
7. Premiums are subject to change based on increases/decreases in payroll.

In the event the Member cancels one, or all lines of coverage prior to 10/1/2027 12:01am, a penalty equal to 60 days premium of All line(s) of coverage shall apply. This penalty shall apply regardless of when notice of cancellation is given, or the effective date of such cancellation; however, this penalty shall not serve as a prohibition or bar to the PRM member withdrawing from the PRM Pool.

By signing this Two-Year Coverage Agreement, you agree to the terms and conditions listed above.

Signature of Authorized Representative	Keith R. Ledford Jr Printed Name of Authorized Representative
Executive Director Title of Authorized Representative	10/1/26 Dated

BOARD AGENDA ITEM SUMMARY 7c

MEETING DATE: October 8, 2026

SUBJECT: Budget Amendment and Carry Forward of Funds from FY26 to FY27

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Lisa Hawkins **DEPT**: Finance

ITEM: Request for a budget amendment to carry forward funds from FY26 to FY27.

PURPOSE / JUSTIFICATION: Due to delays in the receiving certain items that were anticipated to be received prior to September 20, 2026, staff is requesting authorization to carry forward funds from the FY26 budget into FY27 to complete these previously approved purchases.

FISCAL IMPACT: **Budget Amendment required**: __X__ yes _____ no

Proposed FY27 Carryforwards

Dept	Vendor	PO	Date	Amount	Gl Acct
Collections	Airvac	62131	7/14/26	15,160.00	500470-541-101
Collections	Airvac	61984	8/14/26	15,887.00	500470-541-101
Production	Alan Jay Automotive	61469	3/12/26	46,728.27	500643-530-101
Production	All Service Contracting Co	62287	9/9/26	24,900.00	500467-530-101
Collections	KB Vaccum Pumps	62189	8/27/26	8,000.00	500470-541-101
Collections	Mid Florida Diesel	62283	9/11/26	10,905.00	500463-541-101
			Total:	**$121,580.27**	

MOTION: To approve the budget amendment and carry forward of funds in the amount of $121,580.27 from the FY26 budget to FY27, as presented in the table shown above.

Prepared By: Ashley Aguiar **Date**: October 1, 2026

Approvals:

_____ _____ _____

Executive Director Finance Operations

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

Attachment: None

BOARD AGENDA ITEM SUMMARY 7d

MEETING DATE: October 8, 2026 **SUBJECT**: Englewood Isles/Alameda Isles I&I - Manhole Repairs

CATEGORY: ____ Consent ____ Discussion __X__ Action

CONTACT PERSON: Keith R. Ledford, Jr. **DEPT**: Admin - CIP

ITEM: Englewood Isles/Alameda Isles I&I - Manhole Repairs

PURPOSE / JUSTIFICATION: Following the manhole inspections and smoke testing that was completed by USSI, there were various manholes identified as having infiltration observed and/or needing internal repairs. Twelve (12) manholes require replacement of the manhole cover/frame and nine (9) manholes require full recoating. The Hinterland Group has provided pricing for these repairs based on a piggyback utilizing the City of Port St. Lucie Contract #20200104 Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells in the amount of $50,440.60, which exceeds the Executive Directors approval authority.

FISCAL IMPACT: 625677-600-250 Englewood Isles/Alameda Isles I&I

Budget Resolution Required: ___yes __X__ no

Amount Budgeted:	$	150,000.00
Year to Date Expenditure:	$	(47,949.03)
Open POs	$	(0.00)
Expenditure Required (up to):	$	(50,440.60)
Remaining in Budget:	$	51,610.37

MOTION: To authorize the Executive Director to sign the Hinterland Group Proposal #25-0102-00, dated 9/17/26 in the total amount of $50,440.60.

Prepared By: Ashley Aguiar **Date**: October 1, 2026

Approvals:

_____ _____ _____
Executive Director Finance Operations

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

Attachment:

- Hinterland – PAF 09.23.36 Combined
- Piggyback_Hinterland (electronic)

v. 7.17.26

ENGLEWOOD WATER DISTRICT

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

REQUESTER: Carmen Spina DEPT: CIP/Collections COST OF REQUISITION ($): $50,440.60

REQUESTER APPROVAL AUTHORITY ($): 2000

VENDOR NAME: Hinterland Group, Inc. CREDIT CARD PURCHASE (Y/N)?: N

ACCT NAME & NO: 625677-600-250 Englewood Isles/Alemeda Isles I&I

REMAINING BALANCE IN ACCT BEFORE PURCHASE ($): $102,050.97

FIXED ASSET (Y/N)? N BUDGETED ITEM (Y/N)?: Y

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.

Manhole Rehab per Proposal # 25-0102-00 dated 09/17/26

Pricing, terms and conditions per City of Port St. Lucie E-bid #20200104

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

PROCUREMENT METHOD: Piggyback, City of PSL - exp 4/26/27

Bee Ling Wheaton Digitally signed by Bee Ling Wheaton Date: 2026.09.23 14:31:59 -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: 2026.09.23 16:11:38 -04'00' Date: 9/23/26

EXECUTIVE DIRECTOR'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.

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

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

Proposal # 25-0102-00

ADDRESS

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

DATE: 09/17/26

JOB NAME: Englewood Water District MH Rehab PSL Piggyback

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Mobilization (incl. pre-construction & post-rehab video log of MH interiors)	1.0	LS	$ 2,500.00	$ 2,500.00
High-Pressure Water Blasting (5,000 psi) — existing substrate prep, 9 MH complete coating	724	SF	$ 2.50	$ 1,809.00
Dry Abrasive Blasting — removal of existing coating material, 9 MH complete coating	724	SF	$ 5.00	$ 3,618.00
Cementitious Coating — complete, full-depth, 48" diameter, 9 manholes	724	SF	$ 14.00	$ 10,130.40
Manhole Cover & Frame Assembly — supply & install, 12 manholes	12	EA	$ 1,400.00	$ 16,800.00
Rebuild Manhole Bench & Invert Channel (4' diameter), 9 manholes	9	EA	$ 350.00	$ 3,150.00
Traffic Control (Residential street), 15 days	15	Day	$250.00	$3,750.00
Supplemental 0.5" Cementitious Build-Back, 9 manholes receiving complete coating	724	SF	$12.00	$8,683.20
		TOTAL		**$ 50,440.60**

Pricing is based on City of Port St. Lucie Contract #20200104 Rehabilitation of City Sewer Structures, Manholes & Lift Station Wet Wells

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

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

Accepted By: _____ Accepted Date: _____

MANHOLE SCHEDULE

22 field-verified manholes — Liftstation basins LS101, LS102, LS105, LS106, LS107, LS109

Group A — Frame & Cover Replacement (12 MH)

MH ID	Address	Depth	Work Scope
101-14	11 Hacienda Dr	-	F&C Replace
102-31	2 S De Las Palmas St	-	F&C Replace
102-40	61 Alameda Grande	-	F&C Replace
105-B10	312 Oakwood Cir	-	F&C Replace
105-B12	326 Oakwood Cir	-	F&C Replace
105-B13	340 Oakwood Cir	-	F&C Replace
105-B8	343 Oakwood Cir	-	F&C Replace
106-C2	333 Ardenwood Dr	-	F&C Replace
106-C4	321 Gladstone Blvd	-	F&C Replace
106-C50	236 Woodland Dr	-	F&C Replace
107-20	416 Englewood Isles Pkwy	-	F&C Replace
109-D2	373 Eden Dr	-	F&C Replace

Group B — Complete Cementitious Coating + Bench/Invert Rebuild (9 MH — chimne

MH ID	Address	Depth	Work Scope
105-B11	318 Oakwood Cir	7'4"	Complete Coating + Bench Rebuild
105-B7	333 Oakwood Cir	4'4"	Complete Coating + Bench Rebuild
105-B4	321 Oakwood Cir	4'11"	Complete Coating + Bench Rebuild
106-C6	307 Gladstone Blvd	6'6"	Complete Coating + Bench Rebuild
106-C8	403 Eden Dr	11'0"	Complete Coating + Bench Rebuild
107-1	48 Windsor Dr	7'4"	Complete Coating + Bench Rebuild
107-17	88 Windsor Dr	4'6"	Complete Coating + Bench Rebuild
107-2	18 Stone Mountain Blvd	7'4"	Complete Coating + Bench Rebuild
107-3	26 Brentwood Ln	4'4"	Complete Coating + Bench Rebuild

No Work Required (1 MH)

MH ID	Address	Depth	Work Scope
101-2	80 S Buena Vista Ave	-	No Work Required

ASSUMPTIONS, CLARIFICATIONS & TERMS

• Scope and manhole list are based solely on the field-verified "Englewood_manhole_Rehab_list" (22 manholes, EWD-verified). This list supersedes all earlier inspection spreadsheets and reports used in prior proposal drafts.

• All manholes are 48" (4') diameter, precast, consistent with prior USSI inspection reports for these structures.

• Per owner direction, the 9 manholes flagged for chimney repair receive complete cementitious coating of the full manhole depth (Schedule A Line 5, $14.00/SF) rather than a chimney-only repair (Schedule A Line 11). This also addresses the wall

• Surface prep for the 9 coated manholes (dry abrasive blasting + high-pressure water blasting) is priced separately per Schedule A Lines 2 and 4.

• Bench & invert channel rebuild (Schedule A Line 12, $350.00 each, 4-foot diameter rate) is included for all 9 manholes receiving complete coating.

• Supplemental 0.5" cementitious build-back (Schedule A Line 8, $12.00/SF) is included for the same 723.6 SF as the 9 manholes receiving complete coating.

• Traffic Control (Schedule A Line 25, Residential street rate) is included at 15 days — $3,750.00. Adjust days or switch to the County/State Road rate ($1,000.00/day) if conditions require.

• 12 manholes require frame & cover replacement only (Schedule A Line 20); no coating work is included for this group per the field-verified list.

• MH 101-2 was inspected and requires no repairs; it is listed for completeness but not priced.

• Manholes from prior proposal drafts not appearing on the field-verified list (102-48, 106-C13, 106-C17, 106-C37, 106-C43, 106-C49, 106-C22, 106-C3, 106-C5, 107-9, 107-19, 108-3-3, 109-D3, 130-12, 101-6, 104-6) are excluded from this proposal

• Bypass pumping and chemical grouting are NOT included in this proposal (see Exclusions on the Proposal tab). These can be added at the Schedule A rates shown below if required once site conditions are confirmed.

• Pricing is valid for 30 days from the date of this proposal, consistent with standard contract renewal pricing terms.

Optional Add-On Rates (Schedule A, if needed):

Traffic Control, County or State Road — $1,000.00/day (if conditions require upgrading from residential rate)
Manhole Bypass Pumping (500 gpm) — $500.00–$1,200.00/day depending on line size

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

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

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

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

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

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

1. **Affirmation.** The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract with the CONTRACTING ENTITY and agrees to perform the services set forth herein for the DISTRICT in accordance with the terms of said Contract through the ending date of the Contract.

2. **Changes.** Services shall be provided in accordance with the terms of the Contract with CONTRACTING ENTITY except for the following changes. All other terms shall remain.

   a. **Point of Delivery.** Services for the DISTRICT shall be made to the locations as designated by the DISTRICT.
   b. **Party Substitution**. References to "City of Port St. Lucie" (CONTRACTING ENTITY) shall be replaced with the "Englewood Water District" (DISTRICT).
   c. **County Reference.** References to "St. Lucie County" shall be replaced with "Sarasota County".

3. **Term.** This Agreement is effective through April 26, 2027, current end date of the City of Port St. Lucie's Contract.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: publicrecordrequests@englewoodwater.com

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

As to the DISTRICT:

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

As to the CONTRACTOR:

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

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

FOR ENGLEWOOD WATER DISTRICT

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

FOR HINTERLAND GROUP, INC.

Chase Rogers, Chief Operating Officer

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

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

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

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

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

Dated: JANUARY 20, 2025

Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

Notary Public

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

"A City for All Ages"

City of Port St. Lucie

Electronic Bid ("eBid")

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

eBid (Event) Number: 20200104

1. Introduction

1.1. Purpose of Procurement

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

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

1.2. eBid Scope of Work

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

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

1.3. Overview of the eBid Process

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

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

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

1.4. Schedule of Events

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

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

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

1.5. Official Issuing Officer (Procuring Agent)

Name: Robyn Holder, CPPB
Email: rholder@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:
Contractor(s) – companies desiring to do business with the City (Also called "Bidder", "Proposer", or "Offeror".)
City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this eBid.
Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.
Material Deviation- gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition
Procurement Management Division (PMD)- The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.
Responsible- means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational

capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
Responsive- means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
Sourcing Platform- DemandStar

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

1.7. Contract Term

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

2. Instructions to Contractors

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

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

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

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

Company Name
Question #1 Question, *Citation of relevant section of the eBid*
Question #2 Question, *Citation of relevant section of the eBid*

2.1.4. Attending Bidders/Offerors' Conference

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

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

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

2.1.6. Failing to Comply with Submission Instructions

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

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

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

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

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

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

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

2.1.9. Use of Subcontractor

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

2.1.10. Proposal of Addition Services

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

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in City Ordinance 20-15 Sec. 35.14.

2.1.12. Costs for Preparing Responses

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

2.1.13. Public Access to Procurement Records

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

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

2.2. Submittal Instructions

Submittal Instructions to DemandStar

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

2.2.1. eBid Released

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

2.2.2. eBid Review

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

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

2.2.3. Preparing a Response

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

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

2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

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

1. REVIEW AND REVISE. In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress." Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.

2. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

3. General Insurance, Bonding, and Permit Requirements

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

3.1. Standard Insurance Requirements

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

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

3.1.1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

3.1.2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

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

3.1.4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis and non-contributory basis.

3.1.5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

3.1.6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

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

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

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

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

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

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

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

3.2. Bonds and/or Letter of Credit

Bid Bond

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

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

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

Payment Bond – Not required.

Performance Bond/Letter of Credit – Not required.

3.2.1 Proposal Certification

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

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

3.3. Permits

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

4. eBid Bid Factors

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

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

4.1. Introduction

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

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

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

4.2. Contractor's General Information

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

4.3. Mandatory Requirements

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

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

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

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

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

5. Cost/Pricing

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

5.1. General Pricing Rules

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

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

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

5.2 Cost Structure and Additional Instructions

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

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

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

5.3 Payment by City's Visa Card Program

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

6. Evaluation and Award

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

6.1. Administrative/Preliminary Review

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

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

6.2. Evaluating Bid Factors (Section 4)

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

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

6.3. Evaluating Cost

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

6.4. Selection and Award

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

Single or Multiple Award

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

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

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

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

    a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of the local business.

    b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."

2. Limitations:

    a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.

    b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.

    c. The provisions of this ordinance shall not apply to contracts made under the Contractors Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

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

6.6. Site Visits, Samples, and Oral Presentations

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

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

6.7. Public Award Announcement

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

7. Contract Terms and Conditions

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

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

Exception to Contract

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

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

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

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

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

Order of Preference

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

(i) First, by giving preference to the specific provisions of the executed contract.

(ii) Second, by giving preference to the specific provisions of the eBid.

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

8. Payment

To ensure proper payment the awarded Contractor must:

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

9. List of eBid Attachments

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

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

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

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

ATTACHMENT B
E-BID 20200104

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

Part 1 – GENERAL

1.1 SCOPE OF WORK

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

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

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

1.2 SAFETY

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

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

1.3 LOCATION OF THE PROJECT AND SITE ACCESS

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

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

1.4 INSPECTION OF THE WORK

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

1.5 MATERIALS AND EQUIPMENT

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

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

1.6 EQUIVALENT PRODUCTS AND MATERIALS

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

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

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

1.7 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

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

1.8 SPILL OR DISCHARGE OF WASTEWATER

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

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

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

1.9 REFERENCES

A. ASTM C109 – Compressive Strength of Hydraulic Cement Mortars

B. ASTM C293 – Flexural Strength of Concrete

C. ASTM C321 – Bond Strength of Chemical Resistant mortars

D. ASTM C666 – Resistance of Concrete to Rapid Freezing / Thawing

E. ASTM C596 – Drying Shrinkage of Mortar Containing Cement

F. AASHTO – T277 – Rapid Chloride Permeability of Cement

G. ASTM C1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test

H. ASTM D638 – Tensile Properties of Plastics.

I. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics

J. ASTM D695 – Comporessive Properties of Rigid Plastics.

K. ASTM D4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester

L. ASTM D2584 – Volatile Matter Content

M. ASTM D2240 – Durometer Hardness, Type D

N. ASTM D543 – Resistance of Plastics to Chemical Reagents

O. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete

P. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars

Q. NACE 6/SSPC SP13 – Joint Surface Preparation Standard – Surface of concrete

R. ASTM – The Published Standards of the American Society for Testing and Materials, West Conshohocken, PA

S. NACE – The Published Standards of National Association of

Corrosion Engineers (NACE International), Houston, TX

T. SSPC – The Published Standards of the Society of Protective Coatings, Pittsburgh, PA

U. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete

1.10 SUBMITTALS

The contactor shall furnish the City with the following information:

A. The contractor shall submit a detailed description of the equipment, materials, an operational procedures to accomplish the manhole/lift station sealing and lining, including, but not limited to, plugging mixture design, sealant mixture design, patching material mixture design, coatings, liner materials, application patching/lining procedures, samples and test data. Contractor's submittal information shall include the manufacturers' recommended surface preparation procedures.

B. The contractor shall submit a detailed description of the equipment, materials, and operational procedures to accomplish the manhole/lift station invert construction including, but not limited to concrete or grout mixture design, prefabricated inverts, samples and test data. Contractor's submittal information shall include the manufacturers' recommended surface preparation procedures.

C. Product Data:

(1) Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to these technical specifications.

(2) Safety Data Sheets (SDS) for each product proposed by the contractor to be furnished under this contract.

D. Application Guidelines

(1) Manufacturer's guidelines and recommendations for storage and application of the product.

(2) Project specific guidelines and recommendations.

(3) Proof of any required federal, state of local permits or licenses necessary for the project. All permits and certifications shall be current for the year of the project.

(4) Design details for any ancillary systems and equipment to be used in site and surface preparation, application and testing.

(5) Written Warranty from the Contractor and the materials manufacturer. See Part 1.12 Warranty.

E. Certifications:

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

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

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

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

1.11 QUALITY ASSURANCE

The Contractor shall submit applicator qualifications including:

(1) The manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.

(2) Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or

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

(3) Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the epoxy coating manufacturer's recommendations.

(4) The installer/applicator shall submit a list of at least five (5) project references including project name, location, work performed, contract amount, completion date, contact person and phone number, where similar work as specified herein has been performed.

(5) The Contractor shall inform the City immediately if materials being used are not producing required results or need modification. The City has the right to stop the use of any material at any time.

1.12 WARRANTY

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

PART 2 – MANHOLE AND LIFT STATION CONDITION ASSESMENT

2.1 GENERAL

A. The following Condition Assessment criteria shall be used to determine the appropriate and selected repair method for any specific manhole and lift station structure.

B. Condition Assessment and determination of the appropriate and selected manhole and lift station repair/rehabilitation method shall be determined by the USD prior to commencement of work. The Contractor shall apply the repair/rehabilitation method as directed by the USD.

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

A. Condition 1 Manholes and Lift Stations

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

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

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

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

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

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

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

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

2.3 APPROPRIATE CONDITION BASED REPAIR METHODS

A. All structures identified as **Condition 1** shall receive a stand-alone application of the specified protective epoxy coating at a minimum thickness of **150 mils** or a coating system as directed by the City and specified herein.

B. All structures identified as **Condition 2** shall receive a stand-alone application of the specified calcium aluminate cementitious liner material at a minimum thickness of **1-inch** or a coating system as directed by the City and specified herein.

C. All structures identified as **Condition 3** shall receive a stand-alone application of the specified prescribed composite liner system, a cementitious liner system or a coating system as directed by the City and specified herein.

D. All structures identified as **Condition 4** shall receive a composite liner system, a coating system as directed by the City and specified herein or replacement, as directed by the City.

E. For all manhole conditions and repair methods, liner materials shall be applied only after proper surface preparation and wall repairs that are in accordance with the manufacturer's recommendations.

F. For all manhole conditions, infiltration and leaks shall be patched and plugged and eliminated to the satisfaction of the City and shall be included in the cost for the liner system.

G. Structural deterioration of chimneys, walls, inverts and benches shall be repaired in accordance with the materials specified in section 3.2 Cementitious and Epoxy Coating Manufacturers.

H. Major infiltration and active leaks may be repaired in accordance with section 5.6 Chemical Grouting. Manhole benches and inverts if deteriorated shall be rebuilt in accordance with section 5.4 Rebuilding Existing Manhole Bench and Invert Channels.

I. Based on the condition of the structure and as directed by the City, additional materials in excess of the aforementioned appropriate condition based repair methods, the desired thickness of either the cementitious and/or epoxy materials may be increased incrementally per the line item for supplemental materials in the contract unit price

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

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ATTACHMENT B
E-BID 20200104

CONDITION/DEFECT-REPAIR SUMMARY TABLE

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

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

PART 3 – PRODUCTS

3.1 GENERAL

A. It is the intent of this technical specification that the materials and products used shall be designed, manufactured and intended for manhole and sewer structure rehabilitation and the specific application in which they are used. The materials shall be delivered to the project sites in original, unopened packages and containers and shall be clearly labeled with the manufacturer's identification and printed instructions. All material shall be stored and handled by the contractor in accordance with recommendations of the manufacturer and the American Concrete Institute.

B. Prior to application of any product, the Contractor shall prepare the surface and remove existing coatings prior to application of the new product. The Contractor and applicator shall maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation, removal of unsound material, rebuilding substrate and compatibility with existing and proposed coatings.

3.2 SEWER STRUCTURE RECONSTRUCTION SYSTEMS

A. Cementitious Coating: Strong Seal High Performance by Strong Company, Inc. of Pine Bluff, Arkansas. or Sewper Coat by LaFarge Calcium Alumgrates, Inc., Lafarge Calcium Aluminates of Chesapeake, VA, or equal.

B. Epoxy Liner Systems: For non-structural manhole rehabilitation applications Raven405 by Raven Lining Systems.

C. Composite Liner Systems: Strong Seal Composite System by Strong Company, Inc. of Pine Bluff, Arkansas, or equal.

D. Active Infiltration Control Materials (Plugging): Active infiltration control materials furnished shall be fast setting type, designed to be applied directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved infiltration control material shall be Quadex Quad-Plug as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Plug by Strong Company, Inc., Pine Bluff, Arkansas, Instaplug F-180 by Sauereisen, Octoplug by IPA Systems or equal.

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

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

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

1.

3.3 PATCHING AND PLUGGING MATERIALS

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

Patching and Plug Materials

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

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

Plug Materials

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

3.4 CEMENTITIOUS LINER MATERIAL

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

Cementitious Liner Material

Property	Standard	Minimum Time	Limit
Comprehensive Strength	ADTM C109	1 day 28 days	>8000 psi >9000 psi
Tensile Strength	ASTM C496	28 days	>800 psi
Flexural Strength	ASTM C293	12 hr 28 days	>1000 psi >1200 psi
Shrinkage @ 90% R.H.	ASTM C490	28 days	0%
Bond	ASTM C882	28 days	>2000 psi
Density	When Applied	N/A	145 +/- 5 lbs/ft3
Freeze/Thaw	ASTM C666	N/A	100 cycles no visible damage

3.5 COMPOSITE LINER SYSTEM

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

B. Patching material shall be a quick setting corrosion resistant cementitious material, shall be used as a patching material to fill voids and to repair inverts, is to be mixed and applied according to the manufacturer's recommendations, and shall have the following minimum requirements:

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

Cementitious Material

Property	Standard	Limit	Time
Compressive Strength	ASTM C109	>8000 psi	28 days
Tensile Strength	ASTM C496	>600 psi	28 days
Flexural Strength	ASTM C293	>900 psi	28 days
Shrinkage @ 90% R.H.	ASTM C490	0%	28 days
Bond	ASTM C882	>2000 psi	28 days
Density, when applied	N/A	135 +/- 5 lbs/ft3	28 days

Epoxy Liner System shall have the following minimum requirements:

Epoxy Liner Material

Property	Standard	Limit
Compressive Strength	ASTM D695	>8800 psi
Tensile Strength	ASTM D638	>7700 psi
Flexural Strength	ASTM D790	>12,400 psi
Pull off Strength	ASTM D4541	>350 psi
VOC	ASTM D2584	0%
Durometer Hardness Type D Moisture Absorption	ASTM D2240 ASTM C413	Shore D-70 .0.03%

3.6 EPOXY COATING

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

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

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

3.7 CEMENTITIOUS LINING APPLICATION EQUIPMENT

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

3.8 EPOXY COATING APPLICATION EQUIPMENT

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

PART 4 – EXECUTION

4.1 APPLICATOR QUALIFICATIONS

A. All materials used for the project work must be applied by a certified Applicator of the product manufacturer and according to manufacturer specifications.

B. As part of mobilization the Contractor shall make a video report of the manholes and sewer structures to be rehabilitated. The video report shall include the manhole interiors as well as above ground conditions of all sewer structures involved in the project work. Location and structure identification shall be clearly shown in the video. Copies of the video shall be turned over to the City prior to commencement of work.

4.2 SURFACE PREPARATION

A. Preparation of all sewer structure surfaces shall be in accordance with the procedures recommended by the manufacturer of the product to be applied.

B. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.

C. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.

D. All contaminants including oils, grease, deteriorated or incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be entirely removed.

E. All brick, concrete or mortar that is not sound, that is loose, that is deteriorated or has been damaged by chemical exposure shall be removed to a sound concrete or substrate surface.

F. Leaks active and passive shall be plugged to the satisfaction of the City.

G. Voids, gaps, cracks shall be filled and repaired prior to application of a coating or liner system.

H. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition-based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.

I. For all manhole conditions, infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition-based repair method. All costs associated with minor infiltration control at any location in the manhole and wall repairs shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate Payment item based on the contract unit price bid in the Itemized Proposal for each grouting application.

J. The Contractor shall make all surfaces available for examination by the City's inspector both during and after preparation and before the repair material is applied.

K. At no time during any phase of the project work, shall soil, sand, debris or runoff be allowed to enter sewer system

4.3 APPLICATION OF CEMENTITIOUS LINER MATERIAL

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

B. Once materials have been mixed to an appropriate Consistency, caution should be taken as to not over mix the Mortar material.

C. The surface prior to application of the cementitious liner shall be clean and free of all foreign matter (ref. Section 4.3) and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.

D. Wooden covers and/or any other Owner approved shielding Mechanism shall be placed over the manhole or lift station Invert channel prior to application in order to prevent extraneous materials from entering the sewer lines.

E. Spraying the cementitious liner material shall be performed by starting at the junction of the manhole or lift station wall and bench and progressing up the structure wall to the corbel and chimney areas. The material shall be applied in a consistent manner to create a minimum uniform thickness of 1 inch should the reconstruction process require thickness greater than 1 inch, the material can be applied up to 3 inches in thickness in multiple single lift applications.

F. Troweling of the liner material shall begin immediately following the spray application. Troweling shall be in an upward motion, compressing the material into any voids in the structure wall, and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to over trowel the material.

G. The wooden invert covers shall be removed at this time and the bench area sprayed with materials. The materials are to be sprayed on the bench in such a manner that a gradual slope is produced from the walls to the invert with the thickness of the material at the edge of the invert to be no less than 1 inch using the trowel, the wall/bench intersection is then rounded to a uniform radius the full circumference of the intersection. The Material on the bench area should be finished in such a manner as to provide for proper drainage without ponding.

H. Immediately upon completion of the troweling phase, a wet-Brush finish shall be applied to all surface areas of the cementitious liner material.

I. The cementitious liner material shall be cured in accordance with ACI recommendations. A water-based curing compound may be used when necessary.

J. The liner material, once placed, shall have a minimum of 8 hours cure time before being subjected to active flow of surcharge.

K. In high traffic areas, the manhole should be barricaded, and traffic withheld for a minimum of 12 hours after application is complete.

L. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the structure shall be shaded while reconstruction is in process. In environments where humidity level is below 70%, it shall be necessary to keep finished product damp for the first 72 hours.

M. No application shall be made to frozen surfaces or if freezing expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature, at time of the application, below 90 degrees F. Mix water temperature shall not exceed 80 degrees F. Mix water may be chilled with ice if necessary.

N. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of cementitious liner material that is successfully installed.

4.4 APPLICATION OF EPOXY COATING MATERIAL

A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.

C. Testing for soundness of substrate: upon completion of initial surface preparation, Applicator shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required. Retest until a screwdriver cannot scratch the surface.

D. Testing for contaminants: a water drop test shall be used to test the surface for the presence of hydrophobic contaminants. Applicator shall place a drop of water on the surface in at least four representative locations in the structure and its wetting behavior shall be observed. If the water droplet

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

E. Ambient conditions: Applicator shall record air temperature inside the structure and prevailing weather conditions at the time of coating application.

F. Specified and properly prepared surfaces shall be coated by roller or spray application of a moisture tolerant, solvent-free, 100% solids, epoxy primer as further described herein.

G. During application, Applicator shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc., meeting ASTM D4414-Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gauges, to ensure uniform thickness during application.

H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional surface preparation procedures will be required if this recoat window is exceeded.

I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.

J. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of epoxy coating material that is successfully installed.

PART 5 – ANCILLARY MANHOLE / LIFT STATION REPAIR ITEMS

5.1 BYPASS PUMPING

A. If warranted to facilitate any aspect of the manhole or lift station restoration process, the Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 500 GPM at 50 psi. The Contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 500 GPM, or if the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers and internal & external check valve assemblies.

B. Any requirement for bypass pumping shall be submitted by the Contractor, to USD for review, and approval prior to commencement of actual sewer bypass. USD shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of USD.

C. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for any specific structure that requires bypass pumping. Payments for manhole bypass pumping will be limited to one installment per manhole. Any subsequent or additionally required bypass pumping will be at the sole responsibility and expense of the Contractor.

5.2 RESETTING OF EXISTING MANHOLE COVER FRAME ASSEMBLY

A. If warranted and specified by USD, some manholes will require the Contractor to perform a grade adjustment and/or resetting of the existing manhole cover frame assembly, prior to manhole liner installation. This work shall involve both unpaved and paved areas.

B. All materials, equipment, and work required to reset existing frames and covers in unpaved or paved areas shall be provided by the Contractor.

C. This item shall include saw-cutting existing asphalt or concrete and disposing of material (in paved areas only), and required excavation, manhole wall and frame preparation, removal and off-site disposal of existing materials, backfilling and compaction per USD specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration

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

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

5.3 INSTALLATION OF NEW MANHOLE COVER FRAME ASSEMBLY

A. If warranted and specified by the USD, some manholes will require the Contractor to remove and replace the existing manhole cover frame assembly prior to manhole liner installation. This work shall involve both unpaved and paved areas.

B. New Covers/Frames: Shall be supplied by the Contractor in conformance with the USD Standards, see online City of Port St. Lucie, Departments, Utility Systems Department Standards.

C. All additional materials, equipment, and work required to replace the existing manhole cover frame assembly shall be provided by the Contractor.

D. This item shall include saw-cutting existing asphalt or concrete and disposing of material (in paved areas only), excavation, manhole wall and frame preparation, new frame and cover, removal and off-site disposal of existing material, backfilling and compaction per the specifications and details, accessing manholes as specified, traffic control, coordination with and location of existing utilities, complete restoration of asphalt and concrete or grass, and for all else incidental thereto for which separate payment is not provided under other bid items.

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

5.4 REBUILDING EXISTING MANHOLE BENCH & INVERT CHANNELS

A. If warranted and specified by USD, some manholes will require the Contractor to perform a rebuild of the existing manhole bench and invert channel prior to manhole liner installation.

B. Repairs shall be performed on all manhole benches and inverts that exhibit visible damage and/or infiltration, or require such repairs in order to facilitate successful manhole liner performance testing.

C. This item includes all materials, equipment, and work required to rebuild existing manhole bench areas. All manhole bench and invert channel repairs, including materials, shall be approved by USD.

D. Prior to repairs, flow through the manhole shall be arrested via the use of pipe plugs, flow-through plugging systems, or manhole by-pass pumping (ref. Section 5.1) as required.

E. After manhole flow has been diverted, remove all loose material from manhole bench and invert areas and pressure wash using a minimum 5000 psi hydrablast.

F. The quick setting patching and invert repair material shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the invert a minimum thickness of 0.5 inches, extending out onto the bench sufficiently to create an adjoining tie in region for the spray applied monolithic cementitious liner material.

G. Care should be taken in the furnishing of invert channel, so as to maintain the hydraulic performance of the manhole. The finished invert should be smooth and free of any ridges or other surface irregularities that might impede flow.

H. Flow in the manhole should be restored as soon as the quick setting invert repair material achieves its initial set and not longer than 30 minutes from the time of initial service interruption.

I. Payment will be made on the basis of the contract unit price bid in the Proposal for each manhole bench and invert channel that is rebuilt.

5.5 REMOVAL OF EXISTING MANHOLE STEPS

A. Unless plastic coated and in relatively good and sound physical condition, all existing manhole steps are to be removed prior to the manhole liner materials. This removal is to prevent potential injury resulting from unauthorized or improper manhole entry, as well as to better facilitate a monolithic seal within the manhole structure.

B. Manhole steps may be demolished and removed using a sledge hammer or cut and removed using a grinding wheel. Effort should be made to minimize or eliminate any remaining or exposed remnants of the steps on the surface of the manhole walls.

C. Payment will be made on the basis of the contract until price bid in the Proposal for each manhole step that is removed, regardless of method.

ATTACHMENT B
E-BID 20200104

5.6 CHEMICAL GROUTING OF MANHOLES, LIFT STATIONS AND OTHER STRUCTURES

A. Manholes, lift stations and other structures, and as directed by the City, that exhibit moderate to severe groundwater infiltration will require the use of chemical injection grouting to arrest leakage and prior to rehabilitation of the interior. The Contractor will submit said structures to the City for approval including the grouting procedure and documentation listed below, prior to commencement of work.

B. The following documentation shall be submitted by the contractor prior to commencement of work:

(1) Manufacturer's documentation that the grout material is specifically formulated for use as leak controller for underground structures. All grouting materials, additives, mixture ratios, and procedures utilized for the grouting process shall be submitted to the City and shall be in accordance with the grout manufacturer's recommendations.

(2) Documentation from the Contractor that the grout material has a demonstrable record of successful service and satisfactory performance in similar usage in the South Florida area.

(3) Documentation that the applicator is approved by the grout manufacturer for the procedure and material proposed by the contractor for applying the grout material to control leaks. Applicator shall have a minimum of five years of successful experience in the type of application method proposed. Applicator shall have the proper equipment for the application for processing and storage of the grout materials including maintaining the grout at the appropriate pressures and temperatures throughout the grouting procedure.

(4) Grout materials shall have controllable reaction times and shrinkage through the use of chemicals supplied by the same manufacturer. The minimum set time shall be established prior to commencement of work so that adequate grout travel is achieved.

(a) Grouts shall have a resistance to chemicals including to most organic solvents, mild acids, and alkali.

(b) Grouts mixtures shall be essentially non-toxic in a cured form.

(5) Grout sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand moving load conditions.

(6) Grouting materials shall be as manufactured by Avanti, Uretek or equal.

C. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in strict accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of USD. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

D. Contractor shall apply the grout from the ground surface or from the structure's interior. Injection holes shall be drilled through the manhole wall at locations as recommended by the grout manufacturer.

E. Grout shall be injected under pressure with a probe or lance suitable for the application and as recommended by the manufacturer. In no case shall the injection pressure or grout material or material properties cause damage to the manhole structure, the surrounding surface features, pavement, sidewalks, transformers, utility poles or any other structure(s). The contractor shall be fully responsible at his cost for repair of damage caused by the grout to the manhole, lift station or any other structure(s) located in the vicinity of the work.

F. Grout shall be applied in a manner that is compatible with industry practice for leak control of underground structures. Grout travel shall be verified by observation of grout effects on defects, leak control, or adjacent injection holes. Contractor shall provide additional injection points, if necessary, to insure grout travel.

G. All excess grout material shall be removed by the contractor from the manhole, lift station or other structure after repairs are complete, or as directed by the City, and appropriately disposed of.

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

PART 6 – INSPECTION AND PERFORMANCE TESTING

6.1 PROTECTIVE LINER INSPECTION

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

6.2 PROTECTIVE LINER PERFORMANCE TESTING

A. The Contractor shall make all manholes, lift stations and structures available for visual inspection by the City, upon each completion, as a prerequisite for Contractor payment.

B. After manhole wall sealing or manhole rehabilitation is complete, visually inspect manholes in the presence of the City inspector. Check for cleanliness and for elimination of active leaks.

C. At completion of manhole rehabilitation, the Contractor shall assist the City inspector in verifying installation of minimum coating thickness of concrete liner.

D. The Contractor shall test several points on manhole walls. The Contractor shall repair verification points prior to final acceptance for payment.

E. Manholes that fail the visual inspection shall be reworked by the Contractor and re-inspected by the City at no additional compensation until the test is passed. Any manholes that are visually leaking at any location, or otherwise deemed unacceptable shall be completely re-

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

6.3 TESTING OF EPOXY COATINGS

A. Installations of epoxy coatings shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.

B. The Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.

C. After the epoxy coating has set hard to the touch, surfaces shall first be dried, an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.

D. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).

E. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating recommendations.

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

MEMORANDUM

DATE: April 27, 2021

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

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

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

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

COUNCIL APPROVED: April 26, 2021
7c)- AWARD CONTRACT #20200104 FOR THE REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES & LIFT STATION WET WELLS TO HINTERLAND GROUP, INC., UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

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

CITY OF PORT SAINT LUCIE
CONTRACT #20200104

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

RECITALS

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

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

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

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

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

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

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

As used herein the Contract Manager shall mean:

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

As used herein the Contractor for this project shall mean:

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

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

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

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

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

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

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

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

SECTION III
TIME OF PERFORMANCE

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

SECTION IV
RENEWAL OPTION

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

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

SECTION V
COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VI
WORK CHANGES

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

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/ HOLD HARMLESS

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

SECTION IX
SOVERIEGN IMMUNITY

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

SECTION X
INSURANCE

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

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

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

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

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

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

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

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

Payment & Performance Bonds: N/A.

SECTION XI
ACTS OF GOD

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

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

SECTION XII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIII
COMPLIANCE WITH LAWS

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

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

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

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

Title VI

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

(1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information

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

(5.) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex): Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the

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

SECTION XIV
NOTICE OF PERFORMANCE

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

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

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

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

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

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

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

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

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

SECTION XVI
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

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

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

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

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

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

SECTION XIX
ASSIGNMENT

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

SECTION XX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

SECTION XXI
LAW, VENUE AND WAIVER OF JURY TRIAL

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

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

SECTION XXII
REIMBURSEMENT FOR INSPECTION

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

SECTION XXIII
APPROPRIATION APPROVAL

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

SECTION XXIV
ATTORNEY'S FEES

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

SECTION XXV
CODE OF ETHICS

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

SECTION XXVI
COMPLIANCE WITH LAW, RULES & REGULATIONS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

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

SECTION XXVIII
SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes
https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

SECTION XXIX
SEVERABILITY

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

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

SECTION XXX
CLEANING UP

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

SECTION XXXI
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Purchasing Agent

CONTRACTOR - Hinterland Group Inc.

By: _____
(Authorized Representative of Company Name) Chase Rogers, Project Director

State of: Florida County of: Palm Beach

Before me personally appeared: Chase Rogers
(Please print)

Please check one:

Personally known ✓

Produced Identification: _____
(Type of identification)

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

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

_____
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 11/12/2021.

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

(seal)

SCHEDULE A

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

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Travelers Property Casualty Company of Amer	25674
	INSURER C: American Guarantee & Liability Insurance Co.	26247
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU Coverage Included X Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	x	x	GLO 4956332-01	01/31/2021	01/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	x	x	BAP 4956334-01	01/31/2021	01/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	x UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ZUP81N2525921	01/31/2021	01/31/2022	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	WC 4956333-01	01/31/2021	01/31/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			CPP667426001	01/31/2021	01/31/2022	Installation Floater Rented/Leased Equi	$2,000,000 $500,000

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

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

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Blvd

Port St. Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jennie Lanman <JNL>

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MEMORANDUM

DATE: February 28, 2023

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

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

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

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

COUNCIL APPROVED: April 26, 2021
7c)- AWARD CONTRACT #20200104 FOR THE REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES & LIFT STATION WET WELLS TO HINTERLAND GROUP, INC., UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

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

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

Contract #20200104

"A City for All Ages"

CONTRACT AMENDMENT

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

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

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

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

Contract #20200104

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

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

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

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

Contract #20200104

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

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

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

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

CONTRACTOR

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

THE CITY OF PORT ST. LUCIE

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

MEMORANDUM

DATE: April 14, 2025

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

FROM: Robyn Holder, CPPB RH
Procurement Management Department

SUBJECT: Record Retention

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

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

COUNCIL APPROVED: April 26, 2021
7c)- AWARD CONTRACT #20200104 FOR THE REHABILITATION OF CITY SEWER STRUCTURES, MANHOLES & LIFT STATION WET WELLS TO HINTERLAND GROUP, INC., UTILITY SYSTEMS DEPARTMENT, PROCUREMENT MANAGEMENT

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

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

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

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT #2

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

Contractor's Full Legal Name:	Hinterland Group Environmental Company
Solicitation No./Event ID:	20200104
Solicitation Title/Event Name:	Rehabilitation of City Manholes, Lift Stations & Wet Wells
Contract Award Date:	4/26/2021
Initial Contract Term:	4/27/2021 – 4/26/2023 (2 years, with the option to renew for 2 additional 2-year terms. This is the last option.)
Current Contract Expiration Date:	4/26/2025
Requested Contract Expiration Date:	4/26/2027
Initial Contract Amount:	Per Unit Price Basis, as needed
Current Contract Amended Amount:	Per Unit Price Basis, as needed
Requested Financial Change Amount:	$0.00
New Contract Amount:	Per Unit Price Basis, as needed
Amendment No.:	2
Amendment Type:	**Renewal**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract, are hereby incorporated and made a part of that Contract.

This Amendment #2 is for the items outlined below.

1. **CONTRACT RENEWAL**. Pursuant to Section IV of the Contract, the City shall have two (2), two (2) year options for renewal, which the options shall be exercisable at the sole discretion of the City. The parties hereby agree that the Contract will be renewed for an additional period, as follows:

   Beginning Date of Amendment #2 Term: April 27, 2025.
   End Date of Amendment #2 Term: April 26, 2027.

   The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2" unless the parties agree in a duly executed writing to extend the Contract for an additional period. If Contractor has any outstanding work that is not completed at the End Date of Amendment #2 Term, Contractor shall be in default of the Contract.

   Contractor's legal name has been corrected.

2. Prices that will be in effect on April 27, 2025, are as follows:

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

16	Epoxy	SF	$ 20.00
17	Manhole Bypass Pumping – 6-inch Quiet Flow (500 gpm)	Per Day	$ 500.00
18	Manhole Bypass Pumping – 10-inch Quiet Flow (500 gpm)	Per Day	$ 1,200.00
19	Lift Station Bypass Pumping (3000 gpm)	Per Day	$ 800.00
20	Supply materials and labor for Installation of new manhole cover and frame assembly	Each	$ 1,400.00
21	Rebuild existing manhole bench & invert channel (5-foot diameter manhole)	Each	$ 450.00
22	Rebuild existing manhole bench & invert channel (6-foot diameter manhole)	Each	$ 600.00
23	Removal of existing manhole steps	Each	$ 50.00
24	Chemical grouting of lift stations	Per Gal.	$ 35.00
25	Traffic Control (Residential street)	Per Day	$ 250.00
26	Traffic Control (County or State Road)	Per Day	$ 1,000.00

3. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

   a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
   b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
   c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
   d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
   f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie

County, Florida, in accordance with the Venue provision in Section XXI of the Contract.

4. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5. **COOPERATION WITH INSPECTOR GENERAL**. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

6. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

7. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	HINTERLAND GROUP INC.
Authorized Signature:	
Printed Name and Title of Person Signing:	CHASE ROGERS, C.O.O.
Date:	4/10/25
Company Address:	2051 W. BLUE HERON BLVD, RIVIERA BEACH, FL 33404

CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	April 14, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984