



SECTION 1: INTRODUCTION

Lawrence Lee Construction Services, Inc. is a State Certified General Construction firm that constructs Municipal Water and Wastewater Treatment Plants throughout the State of Florida.

Our mission is to deliver exceptional water and wastewater treatment plants that safeguard public health, preserve the envionment, and enhance the quality of life for generations to come.

We envision a future where every individual has access to clean water, sanitation, and a healthly environment, and we're dedicated to playing a maninngful role in making that vision reality.

Current Name: Lawrence Lee Construction Services, Inc.

Previous Names: n/a

Type of Organization: S-Corp

Addresses: Headquarters: 800 SE Lincoln Ave, Stuart, FL 34994 (services Indian River County)

Satellite: 3201 Marion St, Fort Myers, FL 33916

Years in Exsitance: 7-year (established September 2017)

Contact Information: Geoffrey L Schmidt, President

561-578-7715, GS@LawrenceLeeConstruction.com

Indemnification: Lawrence Lee Construction Services, Inc. shall indemnify and hold harmless the

County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the

performance of the construction contract.

Complaints/Violations: None

Litigation: None

Geoffrey L Schmidt

President

Lawrence Lee Construction Services, Inc.

SECTION 2: EXECUTIVE SUMMARY

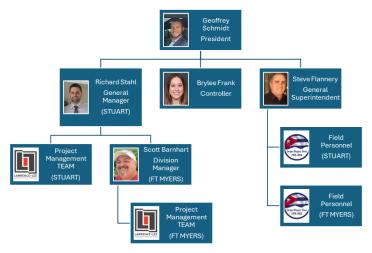
Goals & Objectives:

The purpose of this project is to rehabilitate Clarifier #1 & #2. The rehailibation will include the following:

- Safety lock-out/tag-out both Clarifiers
- Removal and disposal of the existing Clarifier Mechanisms, except for the Clarifier Bridge which will be reinstalled.
- Conduct concrete repairs and coatings to the existing Crom tanks
- Furnish and install the proposed Walker Process Clarifier Mechanisms and accessories for a full working system.
- Start-Up, test and place proposed Clarifiers into service.

Approach:

Construction Management & Administration:



Our direct team for this project will include a Project Manager, Onsite Superintendent, and Field Personell. The team will also have the support of the President, General Manager, and General Superintendent.

To begin the project, the Project Manager and Project Engineer provide a draft schedule of values, draft submittal log, and draft construction schedule for the County and Engineer's approval. While these documents are in review, they will continue to procure all the materials and subcontractors for the project. All materials to be used on this project will be submitted for approval prior to use.

Once procurements have been complete, our Superintendent will mobilize to the jobsite. We will provide a 20-ft shipping container style office with internet cabailities as well as a 20-ft shipping container for all our tool storage. We will utilize the areas shown as our work zone or areas were we will set the crane to access the inside of the tanks.





SECTION 2: EXECUTIVE SUMMARY

Approach: continuned...

Once we have mobilized to the jobsite, we will set-up a meeting to discuss our project approach with the Owner and the Engineer. Our main objective is to complete the work as intended without any disruptions to the plant's operations.

Construction activies are further described in the attached project schedule however, we will first utilize a crane to remove the bridges and store for re-installation at a later date. Once the bridge is removed, we will completely remove the existing drives, mechanisms, weirs, cleaning systems, etc. After the demolition is complete, Crom will complete their concrete repairs and coatings (this would include the base bid work as well as the alternate work, if selected).

Once the tanks are fully repaired, we will install the proposed Walker Process Equipment package. This will include the mechanism, re-installed bridge and all components for a fully working system.

Potential Problems/Concerns:

- Equipment lead times
- · Equipment dimensions to fit existing
- Weather

Exceptions:

Groundwater dewatering of the tanks for floatation purposes.





SECTION 3: COMPARABLE PROJECT EXPERIENCE

We have included our current Work-In-Progress and Completed Projects Summaries. Each summary have highlighted projects that can be used for a good reference. We perform all sorts of water and wastewater treatment projects however the following completed projects included Clarification equipment. Please reference the summaries for more details:

- **#1920 City of Deerfield Beach Solids Contact Clarifier Rehabilitation:** This project included rehabilitation of a 62' Lime Softening Clarifier inside a metal tank. Josh Niemann's Reference Survey for this project is included in Section 7 of this submission.
- **#2010 City of Naples Solids Contact Clarifier #3 Rehabilitation:** This project included 80' Lime Softening Clarifer inside a cast-in-place concrete tank. Terry Savage's Reference Survey for this project is included in Section 7 of this submission.
- **#2045 City of Naples Solids Contact Clarifier #2 Rehabiltation:** This project included a 80' Lime Softening Clarifier inside a cast-in-place concrete tank. Terry Savage's Reference Survey for this project is included in Section 7 of this submission.
- **#2150 Miami-Dade Water & Sewer North District WWTP Secondary Clarifier #11:** This project included a 160' Secondary Clarifier inside a cast-in-place concrete tank.

Should you need more Comparable Projects, please feel free to contact us.



	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
1805	WTP - Degasifier Exhaust Stack Modifications	City of Hallandale Beach John Fawcett WTP Chief Manager 630 NW 2nd St Hallandale Beach, FL 33009 O: 954-457-1610 E:jfawcett@hallandalebeachfl.gov	Jacobs Air Water Systems Duggan Jacobs Sales Engineer 11023 Countryway Blvd Tampa, FL 33626 O: 813-854-2354 E: Duggan@TSCJacobs.com	Due to the Department of Health 4-Log requirements, the (2) existing Degasifiers required removal of the existing bird screens and installation of FRP 90-elbows on the exhaust stacks located 50' AFF. This work also included removal and replacement of lightning protection.	Original PO \$ 20,630 Change Orders \$ - Final Amount \$ 20,630 % Self-Perform	Bid 03/19/18 NTP 03/23/18 Original FC 04/20/18 Actual FC
1810	WWTP - Sludge Pump Replacement	City of Lake Wales	Barney's Pump Matt Curls Regional Sales Manager 2965 Barneys Pump Place Lakeland, FL 33812 O: 863-665-8500 E: CurlsM@BarneysPump.com	Removal and replacement of an existing sludge pump including the concrete equipment pad and ductile iron piping.	Principle of the state of the s	04/18/18 Bid 04/26/18 NTP 04/30/18 Original FC 10/06/18 Actual FC 10/06/18
1815	Fort Pierce Facility - Sodium Hypochlorite Piping Replacement	Allied Universal Corporation David Liott Maintenance Manager 9549 Range Line Road Fort Pierce, FL 34987 O: 772-464-6195 x 0605 E: DavidL@AlliedUniversal.com		Removal and replacement of an existing double containment Sodium Hypochlorite distribution piping from the generation facility to a series of railroad car fill stations. Chemical piping included 6" sch 40 containment by 3" sch 80 carrier piping all supported above ground.	Change Orders	Bid 05/14/18 NTP 05/22/18 Original FC 09/15/18 Actual FC 09/15/18
1820	Mims WTP - VFD & PLC Replacement	Brevard County Owen Callard Construction Coordinator 2725 Judge Fran Jamieson Way Melbourne, FL 32940 O: 321-633-2089 x56727 E: Owen.Callard@BrevardFL.gov	Infrastructure Solution Services Clayton E McCormack, PE Engineer 7185 Murrell Rd, Suite 101 Melbourne, FL 32940 O: 321-622-4646 x106 E: cmccormack@infrastructureSS .com	The project consists of the replacement of (3) programmable logic controllers and (5) high service pump variable frequency drives along with related electrical and control conduits, wiring, control system programming, SCADA system programming, equipment/systems startups at the Brevard County Mims Water Treatment Plant Mims, Florida	Original PO \$ 498,000 Change Orders \$ (17,071) Final Amount	Bid 04/17/18 NTP 08/13/18 Original FC 12/31/18 Actual FC 01/31/19
1825	Bright Horizons - Bridges Montessori - Summer Touch- Up Painting (2018)	Bridges Montessori Sally Padgett Head of School 51 SE Central Pkwy Stuart, FL 34994 O: 772-221-9490 E: opsatbridges@bellsouth.net		While school was out of session during the Summer, the Montessori School needed touch-up painting of walls, door casings, doors, caulking of windows in their Todler, Pre-Primary & Elementary buildings	Original PO \$ 6,140 Change Orders \$ - Final Amount \$ 6,140 % Self-Perform 8%	Bid 07/09/18 NTP 07/16/18 Original FC 08/16/18 Actual FC 08/16/18

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
1830	Lake Marion WRF -	TOHO Water Authority	Garney Const. & Sandpik, Inc.	We performed as a third-tier mechanical	Original PO	Bid
	Replacement & Expansion -		Matthew Sands (Sanpik)	subcontractor to Garney Construction through	\$ 79,000	04/19/18
	HSP Station (Subcontractor)		Vice President	Sandpik (underground contractor). Construction of	Change Orders	NTP
			3551 W Lake Mary Blvd, Suite 210	a High Service Pump Station including; cast-in-place	\$ (2,250)	06/01/19
			Lake Mary, FL 32746	pump pads, (4) horizontal split case high service	Final Amount	Original FC
			O: 407-450-6969	pumps, and 12"-24" flanged above ground ductile	\$ 76,750	09/26/19
			E: M.Sands@SanPikInc.com	iron piping and accessories.	% Self-Perform	Actual FC
					45%	09/26/19
1835	Orange City - Well #1 -	City of Orange City	Chinchor Electric, Inc.	We performed as a mechanical subcontractor to	Original PO	Bid
	Electrical, Instrumentation,		Kevin Brand	Chinchor Electric who was the prime contractor.	\$ 19,560	05/29/18
	Controls & HMI Upgrades		Project Manager	Construction included PVC sample, feed, drainage	Change Orders	NTP
	(Subcontractor)		PO Box 4311	and chemical piping for new Sodium Hypochlorite		07/24/18
			Enterprise, FL 32725	pumps, chemical analyzers, pressure transmitters	Final Amount	Original FC
			O: 386-774-1020	and flowmeters.	\$ 19,560	05/31/19
			E: Kbrand@ChinchorElectric		% Self-Perform	Actual FC
			.com		81%	05/21/19
1840	Doug Allen WRF - Control	City of Bartow	Barge Design Solutions	The Project consists of control system upgrades,	Original PO	Bid
	System Upgrade (Task Order	Wiley Pratt	Keisha McKinnie	including constructing a new PLC-based control	\$ 637,500	08/20/18
	#1)	Chief Operator WRF	Engineer	system for the existing sequencing batch reactors	Change Orders	NTP
		2505 E Wabash St	141 W Central Ave, Suite 21	(SBR), new instrumentation for the control system,	\$ -	12/11/18
		Bartow, FL 33831-1069	Winter Haven, FL 33880	connecting existing equipment, and start-up	Final Amount	Original FC
		O: 863-534-0146	O: 863-534-0252	services for the new system, as well as replacement	\$ 637,500	07/09/19
		E: wpratt.wrf@cityofbartow.net	E: Keisha.McKinnie@bargedesign	of existing (4) 200-HP blower motors.	% Self-Perform	Actual FC
			.com		89%	06/25/19
1845	Stuart WTP - PFC Treament	Marc Rogolino	Kimley-Horn & Associates	Installation of a 8 MGD Potable Water ION	Original PO	Bid
	(ION Exchange) System	City of Stuart	Mark Miller, PE	Exchange System including (4) resin/GAC vessels	\$ 2,136,930	09/19/18
		Capital Project Coordinator	Vice President	including resin, (2) 100-HP single stage horizontal		NTP
		121 SW Flagler Ave	1920 Wekiva Way	split case pumps, ductile iron piping and	\$ 79,591	10/29/18
		Stuart, FL 34994	West Palm Beach, FL 33411	accessories, concrete slab-on-grade, (2) VFDs/LCPs,	Final Amount	Original FC
		O: 772-221-4700	O: 561-845-0665	electrical and I&C improvements.	\$ 2,216,521	08/25/19
		E: Mrogolino@ci.Stuart.fl.us	E: Mark.Miller@Kimley-Horn.com		% Self-Perform	Actual FC
					88%	07/10/19
1905	Ocean Reef WWTP - Odor	North Key Largo Utility Corp	Jacobs Air Water Systems	Removal and replacement of (3) Biological Odor	Original PO	Bid
	Control Vessel Media	Bob Orr	Duggan Jacobs	Control Vessel media and (1) Carbon Odor Control	\$ 20,160	02/11/19
	Replacement	Wastewater Plant Superintendent	Sales Engineer	Vessel	Change Orders	NTP
		24 Dockside Lane, #512	11023 Countryway Blvd		\$ -	02/15/19
		North Key Largo, FL 33037	Tampa, FL 33626		Final Amount	Original FC
		O: 305-304-9817	O: 813-854-2354		\$ 20,160	03/08/19
		E: Borr@ORCAReef.com	E: Duggan@TSCJacobs.com		% Self-Perform	Actual FC
					100%	03/08/19

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
1910	Indian River Co North	Indian River County Utilities	Jacobs Air Water Systems	Removal and replacement of media from (1)	Original PO	Bid
	Regional WWTP - Odor Control	· ·	Duggan Jacobs	Biological Degasifier, FRP repairs to Degasifier, and		06/28/19
	Degasifier Repairs	Chief Plant Operator	Sales Engineer	Concrete slab-on-grade repairs	Change Orders	Forecast NTP
		8405 8th Street	11023 Countryway Blvd		\$ -	n/a
		Vero Beach FL 32968	Tampa, FL 33626		Final Amount	Original FC
		0: 772-770-5045	O: 813-854-2354		\$ 56,100	n/a
		E: Mloveday@IRCGov.com	E: Duggan@TSCJacobs.com		% Self-Perform	Forecast FC
					100%	06/30/19
1915	Polk County - Imperial Lakes	Polk County Utilities	US Water Services	General/Mechanical Contractor for a \$1,177,939	0	Bid
	WTP - Horizontal Pressure	Holden Wright, PE	Brett Horvath, PE	design-build project for installation of a new Simul-		08/16/18
	Vessel(s) Upgrades	Capital Project Manager	Project Manager	Wash (backwash) system on (2) existing 3,200 gpm	-	NTP
		1011 Jim Keene Blvd	12270 43rd St NE	horizontal pressure filters. The work included	\$ 48,796	07/01/19
		Winter Haven, FL 33880	St. Michael, MN 55376	removal & replacement of the filter media,	Final Amount	Original FC
		O: 863-298-4167	O: 763-497-1283	installation of backwash internals, tank	\$ 607,296	10/31/20
		E: holdenwright@polk-county.net	E: bhorvath@uswaterservices.com	modifications while maintaining ASME, 5HP blower	% Self-Perform	Actual FC
				& air piping/solenoid valves, and electrical.	75%	10/05/20
1920	Deerfield Beach - West WTP -	City of Deerfield Beach	Black & Veatch	Rehabilitation of an existing 62-FT lime softening	Original PO	Bid
	Solids Contact Clarifier	Josh Niemann		Accelator. Rehabilitation was required to be	\$ 711,600	03/15/19
	Rehabilitation	Water Plant Superintendent	Civil Engineer	performed in a short timeframe of 6-weeks which	Change Orders	NTP
		290 Goosby Blvd	2855 N University Dr, Suite 210	included; removal of lime sludge, removal and	\$ (46,045)	05/15/19
		Deerfield Beach, FL 33442	Coral Springs, FL 33065	replacement of clarifier mechanism metal parts,	Final Amount	Original FC
		O: 954-480-4369	0: 754-229-3053	and final coatings. The project also included	\$ 665,555	05/09/20
		E: Jniemann@Deerfield-Beach.com	E: CevallosK@BV.com	refurbishment of (2) Aeration towers including;	% Self-Perform	Actual FC
				prep, painting and media replacement.	74%	01/08/20
1925	Pembroke Pines West WWTP -	City of Pembroke Pines	Jacobs Air Water Systems	Installation of (2) 3,950 SCFM multistage Centrifugal	Original PO	Bid
	Emergency Blower Installation	Johnathan Cooper	Duggan Jacobs	Air Blowers. This work included installation of	\$ 52,300	03/21/19
		Utilities Director	Sales Engineer	concrete equipment pads, placement of the	Change Orders	NTP
		13975 Pembroke Rd	11023 Countryway Blvd	blowers, installation and tying-in the blower piping	\$ 2,963	02/13/20
		Pembroke Pines, FL 33025	Tampa, FL 33626	and associated valves.	Final Amount	Original FC
		O:	O: 813-854-2354		\$ 55,263	05/13/20
		E: JCooper@PPines.com	E: Duggan@TSCJacobs.com		% Self-Perform	Actual FC
		·			100%	04/14/20
1930	Lake Wales - Reuse Pump	City of Lake Wales	Kimley-Horn & Associates	Rehabilitation of an existing Reuse Booster Pump	Original PO	Bid
	Station - Modifications	Sara Kirkland	Elisa Harden, PE	Station and 2 MG Ground Storage Tank. The work	\$ 987,800	05/09/19
		Utilities Director	Engineer	included; removal of the existing pumps and piping,	Change Orders	NTP
		201 W Central Ave	116 S Kentucky Ave	installation of (2) 100 HP Reuse Pumps with VFDs	\$ (32,023)	07/15/19
		Lakes Wales, FL 33853	Lakeland, FL 33801	and (2) 40 HP Jockey Pumps with VFDs, 600-LF of	Final Amount	Original FC
		O: 863-678-4182 x285	O: 863-226-6862	18" DIP and accessories yard piping, flow meter	\$ 955,777	03/21/20
		E: Skirkland@LakeWalesFL.gov	E: Elisa.Harden@kimley-horn.com	vault, installation of a 900 SF metal canopy, rehab	% Self-Perform	Actual FC
				of a glass-lined ground storage tank, electrical and	57%	03/20/20

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
1935	Bright Horizons - Bridges Montessori - Summer Touch-	Bridges Montessori Sally Padgett		While school was out of session during the Summer, the Montessori School needed touch-up painting of	Original PO \$ 7,500	Bid 07/01/19
	Up Painting (2019)	Head of School		walls, door casings, doors, caulking of windows in	Change Orders	NTP
		51 SE Central Pkwy		their Todler, Pre-Primary & Elementary buildings	\$ -	07/08/19
		Stuart, FL 34994		, , , , , , , , , , , , , , , , , , , ,	Final Amount	Original FC
		O: 772-221-9490			\$ 7,500	07/19/19
		E: opsatbridges@bellsouth.net			% Self-Perform	Actual FC
					13%	07/19/19
1945	WTP - Chemical Skid & Piping	Sun 'N Lakes Improvement D.		Installation of a tri-plex sodium hypochlorite skid	Original PO	Bid
	Installation	Mike Hurley		and sch 80 pvc piping.	\$ 10,945	07/29/19
		Construction Coordinator			Change Orders	NTP
		5306 Sun N Lake Blvd			\$ -	07/30/19
		Sebring, FL 33872			Final Amount	Original FC
		O: 963-414-7702			\$ 10,945	08/19/19
		E: Mhurley@SNLDistrict.org			% Self-Perform	Actual FC
					100%	08/19/19
1950	Seacoast - Hood Road Re-Pump		Chinchor Electric, Inc.	Installation of; subgrade preparation, concrete slab-	Original PO	Bid
	Station - Temporary Generator		Don Hasco	on-grade, pipe trenches with H-20 loading covers,	\$ 125,967	09/23/19
		Water System Manager	Project Manager	tie-downs for generator and SS generator fuel	Change Orders	NTP
		4200 Hood Road	PO Box 4311	piping.	\$ 8,460	09/26/19
		Palm Beach Gardens, FL 33410	Enterprise, FL 32725		Final Amount	Original FC
		0:561-627-2900	0: 386-774-1020		\$ 134,427	07/24/20
		E: KHaas@SUA.COM	E: dhasco@chinchorelectric.com		% Self-Perform	Actual FC
				5 111 (2) 5	92%	07/31/20
1955	Dixie Park Facility - Demolition	•	Holtz Consulting Engineers	Demolition of an abandon WWTP including; (2) 70'	J	Bid
	& In-Line Booster Pump Station		Curtis Robinson, PE	dia treatment tanks, (1) 45' dia surge tank, plant lift		09/18/19
	Replacement	Technical Services Administrator	Engineer	station, odor control system, chemical feed, electrical room, and in-line booster pump station.	_	NTP
		2401 SE Monterey Rd	270 S Central Blvd, Suite 207	Construction included; modifications to a surge		01/31/20
		Stuart, FL 34996 O: 772-221-2353	Jupiter, FL 33458	tank, construction of an in-line booster pump		Original FC 02/14/21
		E: jcovey@martin.fl.us	O: 561-575-2005 E: Curtis.Robinson@Holtz	station, concrete slab-on-grade, underground		
		E. Jcovey@martin.n.us	Consulting.com	piping, electrical and I&C.	% Sell-Perioriii 51%	Actual FC 04/01/21
2010	WTP - Accelator #3	City of Naples	Hole Montes	Complete replacement of a 80' accelator		8id
2010	Rehabilitation & Improvements		David W. Schmitt, PE	mechanism. Included; removal of the existing	-	01/22/20
	nendalitation & improvements	WTP Superintendent	Senior Project Manager	mechanism, remove of lime sludge, installation of		NTP
		1000 Fleischmann Blvd	950 Encore Way	proposed accelator mechanism complete including;	-	05/05/20
		Naples, FL 34102	Naples, FL 34110	rafters, hood plates, sloped stell plates, rotor		Original FC
		O: 239-213-3002	O: 239-254-2000	impeller, gear box, motor, launders, draft tubes,		07/05/21
		E: TBSavage@NaplesGov.com	E: davidschmitt@hmeng.com	sludge flushing system, catwalk and coatings.	% Self-Perform	Actual FC
				, , , , , , , , , , , , , , , , , , ,	83%	07/05/21

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2025	WWTP - Filter & Chlorine	South Martin Regional Utility	Holtz Consulting Engineers	Installation of (1) 1.6 MGD Disk Filter and	Original PO	Bid
	Contact Basin Improvements	(Town of Jupiter Island)	Curtis Robinson, PE	rehabilitation of (2) 1.6 MGD existing Disk Filters	\$ 1,508,850	05/22/20
		Michael Wood, MS	Engineer	totaling 4.8 MGD. Installation of a reinforced	Change Orders	NTP
		Senior Utility Engineer	270 S Central Blvd, Suite 207	concrete Chlorine Contact containing (2) chambers.	\$ (51,932)	08/18/20
		PO Box 395	Jupiter, FL 33458	Removal of (2) Traveling Bridge Filters, yard piping,	Final Amount	Original FC
		Hobe Sound, FL 33475	O: 561-575-2005	electrical and I&C.	\$ 1,456,918	08/28/21
		O: 772-546-6259 x202	E: Curtis.Robinson@Holtz		% Self-Perform	Actual FC
		E: Mwood@TJI.Martin.fl.us	Consulting.com		0%	01/28/22
2035	WTP & WWTP Continung	Martin County	n/a	5-year continung services contract for construction	Original PO	Bid
2155	Services Contract	Jeremy Covey		work at the County's WTP and WWTPs. Work has	\$ 1,445,973	10/01/20
		Technical Services Administrator		included; Chemical Skid Enclosures, Headworks	Change Orders	NTP
		2401 SE Monterey Rd		Bypass Piping, Iron Filter Rehabilitation, WAS	\$ -	10/01/20
		Stuart, FL 34996		Bypass, Stone Cladding, Lightning Protection,	Final Amount	Original FC
		O: 772-221-2353		Headworks Odor Control Duct, Chemical Lift Station	\$ 1,445,973	09/30/21
		E: jcovey@martin.fl.us		Rehabilitation, Vaccum Pump Station Rehabilition,	% Self-Perform	Actual FC
				Clarifier Repairs, Handrail replacement, GST rehab,	75%	09/30/22
2040	Hobart RO WTP - Chemical	Indian River County	Kimley-Horn & Associates	Replacement of a 16,000 gal bulk sulfuric acid tank	Original PO	Bid
	Tanks Replacement	Arjuna Weragoda	Nick Black, PE	with a new 12,000 gal horinzontal steel storage		05/22/20
		Capital Projects Manager	Engineer	tank. Replacement of a 5,200 gal bulk caustic tank	Change Orders	NTP
		1800 27th St	1920 Wekiva Way, Suite 200	with a new 5,200 gal horizontal steel storage tank.	\$ -	08/18/20
		Vero Beach, FL 32960	West Palm Beach, FL 33411	Replacement of the tanks required new PVCF and	Final Amount	Original FC
		O: 772-226-1821	O: 561-421-1979	seconadry containment piping, minor electrical and	\$ 389,000	05/01/21
		E: aweragoda@ircgov.com	E: Nick.Black@Kimley-Horn.com	I&C modifications, and containment coatings.	% Self-Perform	Actual FC
					83%	04/15/21
2045	WTP - Accelator #2	City of Naples	Hole Montes	Complete replacement of a 80' accelator	Original PO	Bid
	Rehabilitation & Improvements	Terry B. Savage, Jr.	David W. Schmitt, PE	mechanism. Included; removal of the existing		12/15/20
		WTP Superintendent	Senior Project Manager	mechanism, remove of lime sludge, installation of	•	NTP
		1000 Fleischmann Blvd	950 Encore Way	proposed accelator mechanism complete including;	\$ (11,542)	03/15/21
		Naples, FL 34102	Naples, FL 34110	rafters, hood plates, sloped stell plates, rotor	Final Amount	Original FC
		O: 239-213-3002	O: 239-254-2000	impeller, gear box, motor, launders, draft tubes,	\$ 3,059,708	08/14/22
		E: TBSavage@NaplesGov.com	E: davidschmitt@hmeng.com	sludge flushing system, catwalk and coatings.	% Self-Perform	Actual FC
					77%	02/02/23
2050	Golden Gate - Sanitary Sewer	Martin County	Centerline Utilities	Mechanical, Electrical and Plumbing subcontract for	Original PO	Bid
	Vacuum Pump Station	Jeremy Covey	Brian Shaw	the \$13M Golden Gate Neighborhod Vacuum		12/21/20
		Technical Services Administrator	Project Manager	Project. Our portion of working including	-	NTP
		2401 SE Monterey Rd	2180 SW Poma Dr	installation of the Vaccum Pump Station equipment,		09/15/20
		Stuart, FL 34996	Palm City, FL 34990	electrical, generator, and I&C portion of the station.	Final Amount	Original FC
		0: 772-221-2353	O: 561-689-3917 x113		\$ 666,400	09/15/22
		E: jcovey@martin.fl.us	E: Brian@centerlineinc.com		% Self-Perform	Actual FC
					77%	09/15/22

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2110	WWTP - Synagro Power	South Martin Regional Utility	Holtz Consulting Engineers	Design-Build project including installation of FPL	Original PO	Bid
		(Town of Jupiter Island)	Curtis Robinson, PE	primary power for Synagro's Sludge Dewatering	\$ 3,843	04/08/21
		Michael Wood, MS	Engineer	equipment.	Change Orders	NTP
		Senior Utility Engineer	270 S Central Blvd, Suite 207		\$ -	04/14/21
		PO Box 395	Jupiter, FL 33458		Final Amount	Original FC
		Hobe Sound, FL 33475	O: 561-575-2005		\$ 3,843	06/30/21
		O: 772-546-6259 x202	E: Curtis.Robinson@Holtz		% Self-Perform	Actual FC
		E: Mwood@TJI.Martin.fl.us	Consulting.com		100%	06/30/21
2115	PGA WWTP - Lime Silo & Odor	Seacoast Utility Authority	Holtz Consulting Engineers	Demolition of a lime storage silo, lime slurry pumps,	Original PO	Bid
	Control Demolition	Brent Weidenhamer	Curtis Robinson, PE	buried and abovegrade piping, concrete slabs and	\$ 270,000	05/06/21
		Waste Water System Supervisor	Engineer	electrical and control panels and instruments.	Change Orders	NTP
		4200 Hood Rd	270 S Central Blvd, Suite 207	Demolition of a chemical odor control system	\$ 8,098	07/06/21
		Palm Beach Gardens, FL 33410	Jupiter, FL 33458	including treatment vessels, chemical storage tanks	Final Amount	Original FC
		O: 561-627-2900	O: 561-575-2005	and piping, odor control piping and supports,		12/03/21
		E: bweidenhamer@sua.com	E: Curtis.Robinson@Holtz	concrete pads, slabs, and walls, and electrical and	% Self-Perform	Actual FC
			Consulting.com	instrumentation	61%	12/01/21
2120	WRF - SCADA Improvements	City of Cape Canaveral	Chinchor Electric	Mechanical Subcontractor for SCADA and Electrical	Original PO	Bid
		Jeff Ratliff	Chris Massalone	improvements to the existing WRF. Our mechanical		03/17/21
		Capital Projects Director	Project Manager	improvements including installation of inline	Change Orders	NTP
		100 Polk Ave	1460 S Leavitt Ave	instruments.	\$ -	06/16/21
		Cape Canaveral, FL 32920	Orange City, FL 32763		Final Amount	Original FC
		O: 321-868-1220 x326	O: 386-774-1020		\$ 88,200	07/31/22
		E: J.Ratliff@cityofcapecanaveral.org	E: CMassalone@ChinchorElectric.com		% Self-Perform	Forecast FC
					100%	07/31/22
2125	Southport WWTP - Demolition	City of Port St. Lucie	City of Port St. Lucie	Demolition of an existing WWTP including concrete,	Original PO	Bid
		Scott M.	John Eason, PE	piping and electrical demolition.	\$ 297,000	03/31/21
		Project Manger	City Engineer		Change Orders	NTP
		900 SE Ogden Lane	900 SE Ogden Lane		\$ -	07/12/21
		Port St. Lucie FL 34983	Port St. Lucie FL 34983		Final Amount	Original FC
		0:	0:		\$ 297,000	09/11/21
		E:	E: jeason@cityofpsl.com		% Self-Perform	Actual FC
					70%	02/15/22
2140	Call Center Build-Out	Wellstart Medical, LLC	n/a	Commerical buildout for a medical call center.	Original PO	Bid
		Ryan Flannery			\$ 50,000	02/01/22
					Change Orders	NTP
					\$ 44,000	02/01/22
					Final Amount	Original FC
					\$ 94,000	09/01/22
					% Self-Perform	Actual FC
					75%	09/01/22

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2145	Lehigh Acres WWTP #3	Florida Governmental Utility Author	Consor Engineers, LLC	Complete rehabilitation of an existing 97-ft	Original PO	Bid
	Rehabilitation	John Carlson, PE	Dustin Chisum, PE	diameter Davco Wastewater Treatment Tank. This	\$ 4,067,000	08/24/21
		Capital Project Manager	Associate Vice President	work included repalcement of various structural	Change Orders	NTP
		280 Wekiva Springs Rd, Suite 2070	5621 Banner Drive	and process members for the Contact Zone,	\$ 121,920	10/01/21
		Longwood, FL 32779	Fort Myers, FL 33912	Reaeration Zone, Digester Zone, & Bridge, Circular	Final Amount	Original FC
		O: 407-795-1639	O: 239-330-2856	Catwalk. The work also included protective	\$ 4,188,920	07/26/22
		E: JCarlson@govmserv.com	E: Dustin.Chisum@consoreng.com	coatings, bypass systems and electrical work.	% Self-Perform	Actual FC
					63%	09/07/23
2150	North District WWTP -	Miami-Dade Water & Sewer	Moss-Kelley Services	This project included cast-in-place concrete services	Original PO	Bid
	Secondary Clarifier #11 - Floor		Jim Kelley	for provide a leveling course for a 160-ft Secondary	\$ 244,400	08/25/21
	Leveling		Project Manager	Clarifier.	Change Orders	NTP
			210 N. University Dr, Suite 500		\$ -	09/09/21
			Coral Springs, FL 33071		Final Amount	Original FC
			O: 954-755-2092		\$ 244,400	12/31/21
			E: jbk@mosskelley.com		% Self-Perform	Actual FC
					51%	01/28/22
2160	WTP - Lime Shaker Bin	City of Stuart	n/a	Installation of a Lime Silo Dust Collector	Original PO	Bid
		Paul Hitchcock			\$ 20,650	07/23/21
		Plant Services Manager			Change Orders	NTP
		121 SW Flagler Ave			\$ -	11/01/21
		Stuart, FL 34994			Final Amount	Original FC
		O: 772-288-1292 x6			\$ 20,650	03/09/21
		E: phitchcock@ci.stuart.fl.us			% Self-Perform	Actual FC
					100%	03/09/21
2165	WWTP - Filter #2 Replacement		Infrastructure Solution Services	Demolition of an existing traveling bridge filter and	Original PO	Bid
		Josh Miller	Clayton E McCormack, PE	installation of (2 EA) 2.0 MGD cloth media disk		11/23/21
		Utilities Director/Ast. District Mgr.	Engineer	filters, installation of disk filter equipment, strctural	· ·	NTP
		450 SW Utility Drive	7185 Murrell Rd, Suite 101	modifications, slide gates, piping, electrical system		01/13/22
		Port St. Lucie, FL 34986	Melbourne, FL 32940	modifications and I&C.	Final Amount	Original FC
		0: 772-340-0220	O: 321-622-4646 x106		\$ 995,467	11/09/22
		E: Jmiller@SLWSD.org	E: cmccormack@infrastructureSS		% Self-Perform	Actual FC
2240	Court March MTT. Double	Ladian Biran Carata	.com	The condition had an afternation to a contration	87%	01/05/23
2210	South West WTF - Reuse	Indian River County	Paragon Electric Tom Grahims	The work included modifications to an existing Reuse Pump Station. Modifications included	Original PO	Bid 12/16/21
	Control Panel Replacement		President	replacement of (3 EA) 100 HP motors, installation of		12/16/21 NTP
			9120 16th Place	service saddles with flow switches, and pressure	•	03/01/22
			Vero Beach, FL 32966	instruments.	Final Amount	Original FC
			O:	instruments.	\$ 119,400	12/26/22
			E: paragonelectric@bellsouth.net		% Self-Perform	Actual FC
			L. paragonelectric@bellsouth.flet		% Sell-Perform	12/07/22
					100%	12/0//22

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2215	Tropical Farms - WTP - Post Treatment Stabilization	Martin County Jeremy Covey Technical Services Administrator 2401 SE Monterey Rd Stuart, FL 34996	Kimley-Horn & Associates, Inc. Nick Black, PE Project Engineer 1920 Wekiva Way Suite 200	The work includes; site preparation, demolition, miscellaneous piping improvements, valves, 30-ton bulk CO2 storage tank, two new (2) carrier water pumps, carbonic acid solution feed system, clearwell structural improvements, electrical	Change Orders	Bid 04/06/22 NTP 01/04/23 Original FC
		O: 772-221-2353 E: jcovey@martin.fl.us	West Palm Beach, FL 33411 O: E:	equipment, instrumentation, painting and coatings.	\$ 1,987,637 % Self-Perform 80%	12/29/23 Actual FC 05/10/24
2220	WTP - Filter Backwash Basin Conversion	City of Margate Marta Reczko Assitant Utilities Director 901 NW 66th Ave Suite A Margate, FL 33063 O: 954-884-3632 E: Mreczko@MargateFL.com	Design-Build	Transformation of an existing chlorine contact basin to a filter backwash basin. This required installation of a temporary bulkhead, bypass pumping, concrete demolition, cast-in-place concrete and repairs, and concrete coatings.	Change Orders	Bid 04/13/22 NTP 06/01/22 Original FC 12/28/22 Actual FC 11/17/22
2135	Main WTP & RL Pratt WTP - MIEX Regeneration System Upgrades	Village of Palm Springs Walt Sanchez Public Service Construction Mgr. 226 Cypress Lane Palm Springs, fL 33461 O: 561-584-8200 x8713 E: wsanchez@vpsfl.org	Eckler Engineering Douglas Hammann, PE President 4700 Riverside Dr, Suite 110 Coral Springs, FL 33067 O: 954-510-4700 E: Dhammann@ecklerengineering.c	The project consisted of removal and repalcement of the MIEX Regeneration Systems at the 6.0 MGD Main WTP and 4.0 MGD R.L. Pratt WTP. This included; sitework, structural and architectural building improvements, temporary MIEX phasing, and replacement of the entire MIEX systems including skids, tanks, electrical and I&C systems. ODP = \$1,975,400	\$ 3,414,000 Change Orders \$ (2,118,287) Final Amount \$ 1,295,714	Bid 07/21/21 NTP 09/19/21 Original FC 08/20/22 Actual FC 05/08/23
2240	Martin County WTP/WWTP Continuing Services Contract (2022-2023)	Martin County Jeremy Covey, PE Technical Services Administrator 2401 SE Monterey Rd Stuart, FL 34996 O: 772-221-2353 E: jcovey@martin.fl.us	Continuing Services / Design-Build	5-year continung services contract for construction work at the County's WTP and WWTPs. Projects included; repair of a RO Deep Injection Well piping,	Original PO \$ 229,023 Change Orders \$ - Final Amount \$ 229,023 % Self-Perform 80%	Bid 10/01/21 NTP 10/01/21 Original FC 09/30/23 Actual FC 01/01/24
2245	North WTP - RO Feed Pump & VFD Replacements	Martin County Darrell Shuler Project Manager 3473 Willoughby Blvd Suite 102 Stuart, FL 34994 O: 772-2237957 E: dschuler@martin.fl.us	Kimley-Horn & Associates, Inc. Nick Black, PE Engineer 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411 O: 561-421-1979 E: Nick.Black@Kimley-Horn.com	Removal and replacement of (3) existing RO system 250-HP feedwater pumps including cans and (2) VFDs at the North Water Treatment Plant.	Original PO \$ 1,207,000 Change Orders \$ 5,411 Final Amount \$ 1,212,411 % Self-Perform 70%	Bid 07/06/22 NTP 09/26/22 Original FC 10/21/23 Actutal FC 10/21/23

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2250	SMRU WTP/WWTP Continuing		Continuing Services /	5-year continung services contract for construction	Original PO	Bid
	Services Contract (2022-2023)		Design-Build	work at the Utilities' WTP and WWTPs. Projects	\$ 103,700	10/01/21
				included; Repair of a clarifier, rehabilitation of VTP	Change Orders	NTP
				and installation of a flow meter.	\$ -	10/01/21
					Final Amount	Original FC
					\$ 103,700	09/30/23
					% Self-Perform	Forecast FC
					100%	09/30/23
2260	Margate WTP/WWTP	City of Margate	Continuing Services /	5-year continung services contract for construction	Original PO	Bid
	Continuing Services Contract	Marta Reczko	Design-Build	work at the City's WTP and WWTPs. Projects	\$ 2,307,568	10/05/22
	(2022-2023)	Assitant Utilities Director		included; Rehabilitation of tray aerators and	Change Orders	NTP
		901 NW 66th Ave		structure and rehabilitation of greenleaf filters (ODP	\$ (682,928)	11/14/22
		Suite A		for filters and aerators equal to \$682,928	Final Amount	Original FC
		Margate, FL 33063			\$ 1,624,640	08/11/23
		O: 954-884-3632			% Complete	Forecast FC
		E: Mreczko@MargateFL.com			100%	06/30/24
2270	Eastside WRF - Additional	City of Venice	Hazen & Sawyer	Rehabilitation of a reuse transfer pump station	Original PO	Bid
	Transfer Pump	Patience Anastasio, PE	Andrew J. Coleman, PE	including (4) Vertical Turbine Pumps, (4) Variable	\$ 1,278,000	10/18/22
		Assitant Utilities Director	Senior Associate	Frequency Drives, aboveground/below ground	Change Orders	NTP
		401 West Venice Avenue	7334 Delainey Court	ductile iron piping, electrical and I&C	\$ (274,496)	02/20/23
		Venice, FL 34285	Sarasota, FL 34210		Final Amount	Original FC
		O: 941-882-7422	O: 941-378-28692		\$ 1,003,504	03/16/24
		E: panastasio@venicefl.gov	E: acoleman@hazenandsawyer.com		% Self-Perform	Actual FC
			_ ,		71%	05/14/24

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2205	Corkscrew Production Well Panel Replacement	Lee County Brian Hickey, PE Program Manager 1500 Monroe St	RKS Consulting Engineers Fernando Fuentes, PE Engineer	For (46 EA) total production wells; replacing field instrumentation, modifications to existing well pump control panels, furnishing and installation of new PLCs, replacement and VFDs, modifications to	\$ 6,412,000 Change Orders \$ 88,520	Bid 01/28/22 NTP 09/01/22
		Fort Myers, FL 33901 O: 239-533-8155 E: BHickey@leegov.com	O: 239-481-6775 E: FernandoF@RKSEngineers.com	Corkscrew WTP SCADA system.	Final Amount \$ 6,500,520 % Complete 86%	Original FC 09/23/24 Forecast FC 03/31/25
2225	Garnsey WTP - Generator Replacement	City of Port Orange Junos Reed, PE Engineering & Construction Mgr	Chinchor Electric Sean Mckee Project Manager 1460 S Leavitt Ave	A linestop to relocate a 16" WM, earthwork, fuel tank and generator equipment pads/slabs, sidewalks, pre-fabricated building addition, and electrical room upgrades.	Original PO \$ 585,000 Change Orders \$ 13,048	Bid 05/10/22 NTP
			Orange City, FL 32763 O: 386-774-1020 E: smckee@chinchorelectric.com		Final Amount \$ 598,048 % Complete 73%	Original FC Forecast FC
2230	South Central WWTP - RAS & WAS Pump Station Replacement	Brevard County Owen Callard Construction Coordinator 2725 Judge Fran Jamieson Way Melbourne, FL 32940 O: 321-633-2089 x56727 E: Owen.Callard@BrevardFL.gov	Wade Trim Rodrigo Cruz Engineer 3790 Dixie Hwy NE Suite D Palm Bay, FL 32905 O: 321-728-3389 E: rcruz@wadetrim.com	Rehabilitation of (2) RAS/WAS Pump Stations at the South Central WWTP. This included removal and replacement of the; concrete slabs, process piping, (4) 3.7 HP WAS & (6) 20 HP RAS Vertical Dry-Pit wastewater pumps, adding VFD controls, replacing (2) 600 AMP MCCs, PLC upgrades and electrical building upgrades.	\$ 2,293,000 Change Orders \$ 45,790 Final Amount	Bid 05/06/22 NTP 09/19/22 Original FC 09/19/23 Forecast FC 09/25/24
2255	Stuart WTP/WWTP Continuing Services Contract (2022-2023)		Continuing Services / Design-Build	5-year continung services contract for construction work at the City's WTP and WWTPs. Projects included; rehabilitation of Effluent Pump Station VFDs. ODP = \$100,143	\$ 717,772	Bid 10/01/21 NTP 09/08/22 Original FC 09/30/23 Forecast FC 06/30/24
2265	Cocoa Continuing Services Contract (2023-2024)	City of Cocoa	Continuing Services / Design-Build	5-year continung services contract for construction work at the City's WTP and WWTPs. Projects included;	Original PO	Bid NTP Original FC Forecast FC

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2305	Martin Downs - Water Repump	Martin County	Kimley-Horn & Associates, Inc.	Construction of a Potable Water High Service Pump	Original PO	Bid
	Station Improvements	Jeremy Covey, PE	Nick Black, PE	station including; cast-in-place concrete slabs,	\$ 2,027,000	01/18/23
		Technical Services Administrator	Engineer	coatings, (2) 75-HP inverter-duty Vertical Turbine	Change Orders	NTP
		2401 SE Monterey Rd	1920 Wekiva Way, Suite 200	Pumps, above ground and below ground ductile	\$ -	03/19/23
		Stuart, FL 34996	West Palm Beach, FL 33411	iron piping, electrical and I&C upgrades to the	Final Amount	Original FC
		O: 772-221-2353	O: 561-421-1979	electrical room. The project also included	\$ 2,027,000	03/18/24
		E: jcovey@martin.fl.us	E: Nick.Black@Kimley-Horn.com	conversion/rehabilition of (2) 1.0 MG GSTs from	% Complete	Forecast FC
				wastewater service to potable water service.	92%	06/30/24
2310	Canova Beach Pump Booster	City of Melbourne	CDM Smith	Construction of a Potable Water Booster Pump	Original PO	Bid
	Station Improvements	Thomas Baker, PE	Edgardo Garcia-Luna, PE	Station including (3) 100 HP Vertical Turbine-Can	\$ 4,697,000	01/26/23
		Utilities Engineer	Sr Project Manager	Pumps. Precast Concrete electrical building.	Change Orders	NTP
		2885 Harper Rd	101 Southhall Lane, Suite 200	Prefrabricated Chemical Building including Storage	\$ 10,611	05/01/23
		Melbourne, FL 32904	Maitland, FL 32751	Tanks and Chemical Skids. Yard Piping and electical	Final Amount	Original FC
		O: 321-608-5000	O: 407-660-6479	and I&C. New FPL service.	\$ 4,707,611	10/17/24
		E: Thomas.Baker@mlbfl.org	E: garcialunae@cdmsmith.com		% Complete	Forecast FC
					48%	10/17/24
2315	North County (Holiday Pines)	St Lucie County	Masteller & Moler, Inc.	Furnish & construct a new 0.30 MGD packaged	Original PO	Bid
	WWTP Expansion	Patrick Walsh	Sean C. Green, PE	concrete wastewater treatment plant including, a		03/15/23
		Utilities Director	Engineer	static screen, spilter box, aeration equipment and	Change Orders	NTP
		2300 Virgina Ave	1655 27th St, Suite 2	clarifier. Furnish and install a disk filter, precast	\$ -	06/07/23
		Fort Pierce, FL 34982	Vero Beach, FL 32960	concrete chlorine contact tank, effluent transfer		Original FC
		O: 772-462-1150	O: 772-567-5300	pumps, prefabricated control/blower/electrical	\$ 6,570,000	09/09/24
		E: walshp@stlucieco.org	E: sean.green@mastellermoler.com	building. Modifications to the existing WWTP. Yard	% Complete	Forecast FC
				piping.	93%	09/09/24
2320	Gifford WWTF Generator &	Indian River County	Kimley-Horn & Associates, Inc.	Removal and replacement of Standby Generators	Original PO	Bid
	ATS Replacement	Howard Richards, PE	Nick Black, PE	including; demo 625 kW & 1,000 kW generators,	\$ 2,190,000	09/06/23
		Utilities Capital Project Manager	Engineer	installation of 1,000 kW generator, removal &	_	NTP
		1801 27th St	1920 Wekiva Way, Suite 200	replacement of a 800 AMP & 2,000 AMP ATS(s),	\$ -	11/09/23
		Vero Beach, FL 32960	West Palm Beach, FL 33411	demolition of fuel tanks, architectural and structural	Final Amount	Original FC
		O: 772-226-1821	O: 561-421-1979	modifications to the buildings. Required use of	\$ 2,190,000	03/03/25
		E: Hrichards@IndianRiver.gov	E: Nick.Black@Kimley-Horn.com	temporary generators	% Complete	Forecast FC
					67%	08/28/25
2325	WWTF Main Lift Station	Town of Jupiter Island	Holtz Consulting Engineers	Rehabilitation of a WWTP Master Lift Station.	Original PO	Bid
	Rehabilitation	Stuart Trent, PE	Kelley Conboy, PE	Included; lift station & terminal manhole coatings,		06/06/23
		Director Of Engineering	Engineer	submersible pumps, HDPE/DIP piping, concrete,		NTP
		9000 SE Athena St	270 South Central Blvd, Suote 207	electrical and I&C.	\$ -	10/27/23
		Hobe Sound, FL 33455	Jupiter, FL 33458		Final Amount	Original FC
		O: 772-546-6259	O: 561-575-2005		\$ 710,000	10/17/24
		E: strent@tji.martin.fl.us	E: kelley.conboy@holtzconsulting.co		% Complete	Forecast FC
					34%	10/17/24

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2330	SMRU WTP/WWTP Continuing Services Contract (2023-2024)	Town of Jupiter Island Stuart Trent, PE	Continuing Services / Design-Build	5-year continung services contract for construction work at the City's WTP and WWTPs. Projects	•	Bid 10/01/23
	Services Contract (2023-2024)	Director Of Engineering	Design-Bullu	included; rehabilitation of Headworks Screens,	Change Orders	NTP
		9000 SE Athena St		included, renabilitation of freadworks sereens,	\$ -	10/01/23
		Hobe Sound, FL 33455			Final Amount	Original FC
		0: 772-546-6259			\$ 718,100	09/30/24
		E: strent@tji.martin.fl.us			% Complete	Forecast FC
					80%	09/30/24
2340	Martin County WTP/WWTP	Martin County	Continuing Services /	5-year continung services contract for construction		Bid
	Continuing Services Contract	Jeremy Covey, PE	Design-Build	work at the County's WTP and WWTPs. Projects	-	10/01/23
	(2023-2024)	Technical Services Administrator		included; Chlorine Contact Wier replacements,	Change Orders	NTP
	,	2401 SE Monterey Rd			\$ -	10/01/23
		Stuart, FL 34996			Final Amount	Original FC
		O: 772-221-2353			\$ 418,552	09/30/24
		E: jcovey@martin.fl.us			% Complete	Forecast FC
					65%	09/30/24
2345	Lighthouse Point Vacuum	Martin County	Giffels-Webster Engineers, Inc.	Replacement of Vacuum Pumps and Controls for an	Original PO	Bid
	Station - Upgrades	Jeremy Covey, PE	Dennis Croyle, PE	existing Vacuum Station.	\$ 215,740	08/17/23
		Technical Services Administrator	Engineer		Change Orders	NTP
		2401 SE Monterey Rd	900 Pine St, Suite 225		\$ 15,940	12/01/23
		Stuart, FL 34996	Englewood, FL 34223		Final Amount	Original FC
		O: 772-221-2353	O: 941-475-7981		\$ 231,680	10/06/24
		E: jcovey@martin.fl.us	E: dcroyle@gwefl.com		% Complete	Forecast FC
					95%	10/06/24
2350	Margate WTP/WWTP	City of Margate	Continuing Services /	5-year continung services contract for construction	Original PO	Bid
	Continuing Services Contract	Marta Reczko	Design-Build	work at the County's WTP and WWTPs. Projects		
	(2023-2024)	Assitant Utilities Director		included; Aeration Basin Slide Gate replacement,	Change Orders	NTP
		901 NW 66th Ave			\$ (438,740)	
		Suite A			Final Amount	Original FC
		Margate, FL 33063			\$ 350,850	
		O: 954-884-3632			% Complete	Forecast FC
		E: Mreczko@MargateFL.com			99%	
2405	North County Regional WTP -	Collier County	Jacobs	The work consists of feed pump rehabilitation and	-	Bid
	Feed Pump	TBD	TBD	replacement of motors for the plant's nanofiltration		01/03/24
	Rehabilitation/Morot			trains. This included rehabilitation of (7) 200-HP	-	Estimated NTP
	Replacement			Vertical Turbine Pumps and repalcement of (6)		06/01/24
				motors.	Final Amount	Original FC
					\$ 1,603,000	12/23/25
					% Complete	Forecast FC
					13%	12/23/25

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2410	Lift Station LS01 (Wastewater Booster Pump Station)	Florida Governmental Utility Authority (FGUA)	Wade Trim Oscar Duarte, PE	The project consists of installation of a dry-pit type wastewater booster pump station and demolition		Bid 01/18/24
	Replacement	Jordan Jayashekaramurthy, PE	Senior Project Manager	of the existing wetwell lift station. This included		NTP
	Replacement	Capital Project Manager	3790 Dixie Hwy NE	installation of (3) 110-HP dry-pit submersible	•	06/01/24
		9841 Bernwood Pl Dr, Suite 120	Palm Bay, FL 32905	pumps, 7,700 gpm diesel driven emergency bypass		Original FC
		Fort Myers, FL 33966	O: 321-704-3848	pump, 350 kW generator, electrical building,		07/26/25
		O: 407-629-6900	E: oduarte@wadetrim.com	underground/aboveground piping, and electrical		Forecast FC
		E: jordan.jay@fgua.com		service.	5%	07/26/25
2415	Fort Myers Beach WRF - Main	Lee County	RKS Consulting Engineers	Construction of a 1,900 SF Electrical Building		Bid
	Switchgear Replacement	Brad Daigle, PMP	Tracey M Prokopetz, PE	including; (2) new 1,500 kVA FPL services,		02/08/24
	- managean maphagement	Project Manager	President	temporary electric, concrete/masonry building,		NTP
		1500 Monroe St	12651 McGregor Blvd	main electrical switchgear with 3,000 AMP tie,		06/01/24
		Fort Myers, FL 33901	Suite 4-402	1,500 kW generator, PLC, and concrete ductbanks.	Final Amount	Original FC
		0: 239-940-5467	Fort Myers, FL 33919	,	\$ 8,617,000	5 · · g · · · c ·
		E: Bdaigle@LeeGov.com	0:		% Complete	Forecast FC
			E:		10%	
2420	Fort Myers Beach WRF - Belt	Lee County	Hazen & Sawyer	Removal and replacement of the WRF's belt filter	Original PO	Bid
	Press Replacement	Brad Daigle, PMP	TBD	presses inclduing; (2) new belt filter presses, (2) 25-		02/08/24
		Project Manager		HP sludge feed pumps, polymer feed/storage	Change Orders	NTP
		1500 Monroe St		system, overhead brdige crane, belt filter press feed	\$ -	06/01/24
		Fort Myers, FL 33901		pumps, structural improvements, electrical and	Final Amount	Original FC
		O: 239-940-5467		instrumentation/controls.	\$ 6,214,000	
		E: Bdaigle@LeeGov.com			% Complete	Forecast FC
					1%	
2425	Brevard Co - Barefoot Bay -	Brevard County	СРН	Installation of a water booster pump station and	Original PO	Bid
	Booster Pump Station		TBD	ground storage tank mixing system.	\$ 2,830,000	06/11/24
					Change Orders	NTP
					\$ -	09/01/24
					Final Amount	Original FC
					\$ 2,830,000	07/18/26
					% Complete	Forecast FC
					0%	09/01/26
2430	North Jensen WTP - High	Martin County	Kimley-Horn & Associates, Inc.	Rehabilitation to a High Service Pump Station.	Original PO	Bid
	Service Pump Station		TBD		\$ 794,500	
	Improvements				Change Orders	NTP
					\$ -	
					Final Amount	Original FC
					\$ 794,500	
					% Complete	Forecast FC
					0%	

	Job	Owner	Engineer/ Contractor	Project Description	Amounts	Dates
2435	Oslo Rd WTP - Sand Strainer Replacement	Indian River County	Kimley-Horn & Associates, Inc. TBD	Replacement of a Sand Strainer.	Original PO \$ 907,000 Change Orders \$ - Final Amount \$ 907,000 % Complete	Bid 08/26/24 NTP Original FC Forecast FC



SECTION 4: TECHNICAL & PERSONNEL RESOURCES

Subcontractor's to be utilized:

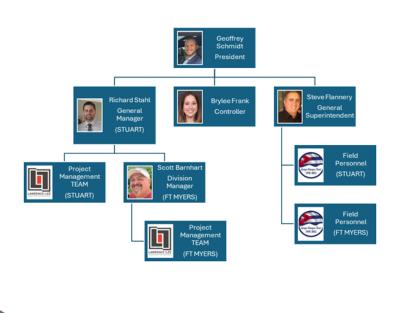
- Crom Water Infrastructure Solutions
 - Cameron Kenyon, PE, 2090 Palm Beach Lakes Blvd, Suite 304, West Palm Beach, FL 33409, O: 352-372-3436
 - We did not include resume as they are sole sourced in the construction documents.

Vendor's to be utilized:

- Walker Process (Local Sales Representitive: MTS Environmental)
 - o Eric Peters, 6502 Blue Grosbeak Cr, Lakewood Ranch, FL 34202, C: 941-773-5051
 - We did not include resume as they are sole sourced in the construction documents.

General Contractor:

- Lawrence Lee Construction Services, Inc.
 - As outlined in our organizational chart provided in Section 1 and below. Our direct project team will include the following:
 - Richard Stahl, General Manager, and Chloe Hill, Project Enginner, will act as the Project's Management team.
 - Steve Flannery, General Superintendent, will act as the Project's onsite Supervision.
 - Our Key Personel Resume is attached.





Key Personnel

Geoffrey L. Schmidt President	Mr. Schmidt is in-charge of everyday operations of the company. He holds the CGC license and has worked in the Construction Industry since 2008. Mr. Schmidt has a strong knowledge of business development and operations.
Past Experience:	2017-President, Lawrence Lee Construction Services, Inc.
	2014-2018, Florida Design Contractors, Inc Vice President
	2010-2014, Wharton-Smith, Inc Project Manager
	2008-2010, Knight Engineers & Architects - Civil Engineer
Education:	Bachelors of Science Degree in Civil Engineering, 2008
	Rochester Institute of Technology
M. Richard Stahl Senior Project Manager (Stuart Office)	Mr. Stahl is in-charge of all Stuart project management. He has worked in the WTP/WWTP industry since 2016. He has a strong knowledge of project management procedures including schedules, budgets, submittals, & pay apps.
Past Experience:	2019-Present, Project Manager, Lawrence Lee Construction Services, Inc.
	2016-2019, Florida Design Contractors, Inc Assistant Project Manager
	1999-2009, Baltimore Orioles - Left Handed Pitcher
Education:	Bachelors of Science Degree in Civil Engineering, 2016
	Bachelors of Business Administration Degree, 2011
	Florida Atlantic University
Scott E. Barnhart Project Manager (Ft Myers Office)	Mr. Barnhart is in-charge of all Ft Myers project management. He has worked in the WTP/WWTP industry since 201X. He has a strong knowledge of project management procedures including schedules, budgets, submittals, & pay apps.
Past Experience:	2022-Present, Project Manager, Lawrence Lee Construction Services, Inc.
	2015-2022, Project Manager, J.P. Murphy Utilities, Inc.
	2007-2011, President, B&G Utilities, LLC
Education:	Bachelor of Science Degree Geology
	Kent State University
Stephen Flannery General Superintendent	Mr. Flannery is in-charge of all field operations. He has worked in the construction industry since 1985. Mr. Flannery has a strong knowledge of field operations
	including labor, equipment and installation procedures.
Past Experience:	,
Past Experience:	including labor, equipment and installation procedures.
Past Experience:	including labor, equipment and installation procedures. 2020-Present, Lawrence Lee Construction Services, Inc.
Past Experience:	including labor, equipment and installation procedures. 2020-Present, Lawrence Lee Construction Services, Inc. 2019-2020, TLC Diversified, Inc Project Manager



SECTION 5: SCHEDULE

Critical Path Schedule:

Atthaced is our DRAFT Bid Schedule for this project. As stated in the ITB, we anticpate the project will take about 18-months to complete which includes procurement and construction. This duration includes the alternate work which may not be selected.

Action Item & Key Milestone Checklist:

The Critical Path runs through the following important items:

- ✓ NTP
- ✓ Clarifier Submittal Approval
- ✓ Clarifier Fabrication & Delivery
- ✓ Clarifier Removal
- ✓ Coatings
- ✓ Clarifier Installation
- ✓ Clarifier Start-Up

Change Management Stratgey:

The following items may change the schedule and budget of the project:

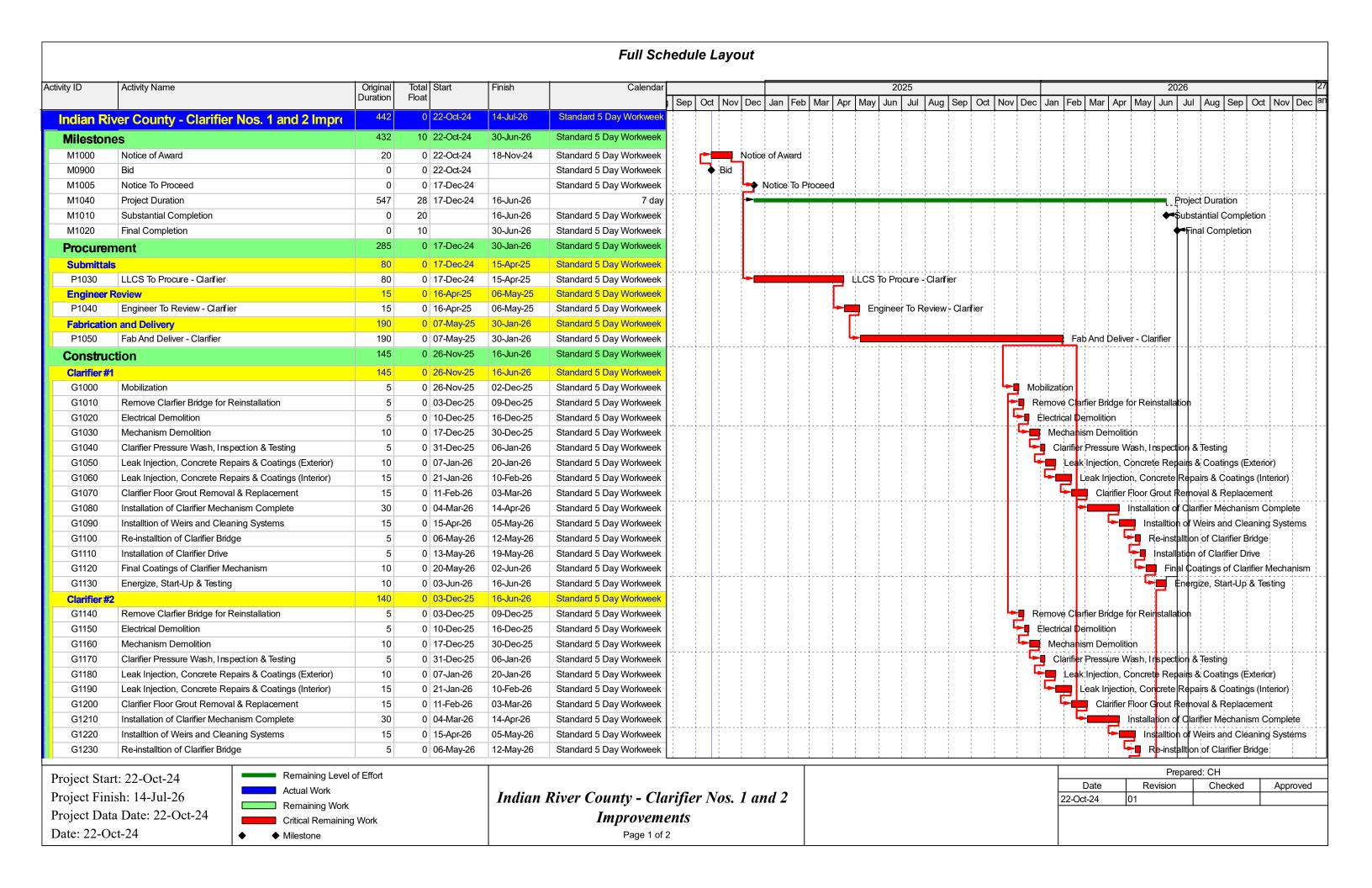
- Timeliness of the Clarifier submittal review and approval
- Accuracy of the Clarifier field measurements
- Timeliness of the Clarifier fabrication and delivery
- Outcome fo the Concrete Tank inspection
- Actual use of the quantities outlined in Table A-2, Part D CCR Basin Renovation work
- Conducting the Additive Alternate work outlined in Table A-3 Interior Basin Repairs
- Conducting the Additive Alternate work outlined in Table A-4 Floor Resurfacing

Suggested Scope changes:

• We would recommend trying to keep the existing Clarifier grout as much as possible as this a difficult, costly, and time impacted activity.

Estimating Additional Costs:

- We feel the bid schedule includes the majority of the work we feel that would need to be completed.
- If additional work is encountered, we have additional labor and equipment we can provide to help keep the project on schedule.



Full Schedule Layout

Activity ID	Activity Name	Original		Start	Finish	Calendar								2025									2026	3		27
		Duration	Float				Sep Oc	t Nov	Dec	Jan I	eb Mai	r Apr	May	Jun Ju	ıl Aug	Sep (Oct Nov	Dec	Jan F	eb M	ar Apr	May	Jun	Jul Aug Sep	Oct Nov De	_c ar
G1240	Installation of Clarifier Drive	5	0	13-May-26	19-May-26	Standard 5 Day Workweek		:						:		:	:			:	:		nstallati	on of Clarifier Dri	ive	
G1250	Final Coatings of Clarifier Mechanism	10	0	20-May-26	02-Jun-26	Standard 5 Day Workweek		:			1		:	:	1 1	1	:		!	:	:	-	Final	Coatings of Clari	ifier Mechanisr	1
G1260	Energize, Start-Up & Testing	10	0	03-Jun-26	16-Jun-26	Standard 5 Day Workweek		1 1	: :		1		:	:	1 1	:	:		1	:	:	ļ Ļ	Ęn	ergize, Start-Up	& Testing	:
Restor	ation	20	0	17-Jun-26	14-Jul-26	Standard 5 Day Workweek		1				1 1							1	1				1 1 1	1 1	
R1000	Restoration	10	0	17-Jun-26	30-Jun-26	Standard 5 Day Workweek		1			1			1	1 1				1	1			-	Restoration	1 1	
R1010	Demobilization	10	0	01-Jul-26	14-Jul-26	Standard 5 Day Workweek		1			1				1 1	i	:		1		1	1	-	Demobilization	n	1

Project Start: 22-Oct-24 Project Finish: 14-Jul-26 Project Data Date: 22-Oct-24

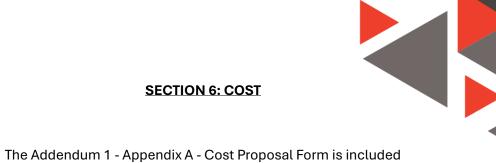
Date: 22-Oct-24



Indian River Cour Im

anty - Clarifier Nos. 1 and 2
nprovements
Page 2 of 2

Prepared: CH						
Date	Revision	Checked	Approved			
22-Oct-24	01					



Lawrence Lee Construction Services, Inc. Contractor Name

Table A-1 will be completed with unit prices provided by the Manufacturer to Proposer, which are to be attached.

Table A-1: WPE Costs

ITEM	DESCRIPTION	UNIT	UNIT PRICE	#	TOTAL
A. Equi	ipment Supply				
1	Clarifier center mechanisms and all components including but not limited to center assemblies, influent wells, drive cages, collector arms, skimmer arms, squeegees, troughs, motors, gear reducing assemblies, local control panel, GFCI outlet, and over-torque switch	LS	\$533,400.00	1	\$533,400.00
2	Peripheral equipment packages including v-notch weirs, weir cleaning systems, and scum troughs	LS	\$78,700.00	1	\$78,700.00
3	Replacements of Existing Weir Cleaning Systems	LS	\$20,000.00	1	\$20,000.00
4	Accessory and/or integral components	LS	\$1.00	1	\$1.00
5	Shop pre-assembly, coatings, assembly, testing, packing	LS	\$1.00	1	\$1.00
6	Shipping, free-on-board to jobsite	LS	\$52,900.00	1	\$52,900.00
7	Miscellaneous equipment costs*	LS	\$1.00	1	\$1.00
			Sı	ubtotal A	\$685,003.00
B. Mar	ufacturer Services (total all personnel)				
1	Round Trips, incl. Expenses	EA	\$4,050.00	4	\$16,200.00
2	Lodging Room Nights	EA	\$1,593.75	8	\$12,750.00
3	Field Services, person-hours	EA	\$158.75	64	\$10,160.00
4	Shop Drawings and O&M Manuals, including resubmittals	LS	\$1.00	1	\$1.00
5	Certifications*	LS	\$1.00	1	\$1.00
6	Miscellaneous Services costs*	LS	\$1.00	1	\$1.00
			S	ubtotal B	\$39,113.00
		TOT	AL QUOTED TO PR	OPOSER	\$724,116.00

^{*}These items should be detailed on the quote from Walker Process Equipment

Table A-2 is for each Proposer's base proposal. Costs other than those listed should be included as miscellaneous line items provided in the price form. Proposers will attach additional sheets if needed.

Table A-2: Proposer's Base Cost

ITEM	DESCRIPTION	UNIT	UNIT PRICE	#	TOTAL
A. Ger	eral Conditions				
1	Bonds and Insurance	LS	\$95,000.00	1	\$95,000.00
2	Mobilization and demobilization	LS	\$95,000.00	1	\$95,000.00
3	Temporary Facilities	LS	\$50,000.00	1	\$50,000.00
4	Progress documentation (Appendix B)	LS	\$1,000.00	1	\$1,000.00
5	Shop drawing submittals	LS	\$75,000.00	1	\$75,000.00
6	Record drawings	LS	\$2,000.00	1	\$2,000.00
7	Closeout and site restoration as required	LS	\$1,000.00	1	\$1,000.00
			9	Subtotal A	\$319,000.00
B. Equ	ipment Procurement				
1	WPE Quote	LS	\$724,116.00	1	\$724,116.00
2	Federal, State, and local taxes or fees	LS	\$32,054.00	1	\$32,054.00
3	Proposer's add-on, including contingencies	LS	\$277,514.00	1	\$277,514.00
4	Receiving and temporary storage	LS	\$20,000.00	1	\$20,000.00
			9	Subtotal B	\$1,053,684.00
C. Den	nolition				
1	Pipe and conduit removal	LS	\$50,000.00	1	\$50,000.00
2	Recovery and temporary storage of items slated for reuse	LS	\$100,000.00	1	\$100,000.00
3	Removal and approved disposal remaining equipment	LS	\$180,000.00	1	\$180,000.00
				Subtotal C	\$330,000.00

D. Ba	sin Renovation (by CCR)				
1	Pressure Wash – Outer walls and tops of wall, 3500 psi	SF	\$1.76	7,500	\$13,200.00
2	Inspection – Outer walls and tops of wall	SF	\$0.47	7,500	\$3,525.00
3	Replace wall pipe modular rubber seals	EA	\$4,872.75	4	\$19,491.00
4	Ultrasonic pulse velocity testing	LF	\$12.33	100	\$1,233.00
5	Leak injection – Outer walls and tops of wall	SF	\$426.33	100	\$42,633.00
6	Major crack repair – exterior walls and tops of wall	LF	\$10.49	100	\$1,049.00
7	Spall repair - Exterior walls and tops of wall	SF	\$327.30	100	\$32,730.00
8	Stripe coating minor cracks - exterior walls and tops of wall	LF	\$5.05	100	\$505.00
9	Dual coating – exterior walls and tops of wall	SF	\$3.46	7,500	\$25,950.00
			Si	ubtotal D	\$140,316.00
E. Ins	tallation				
1	Installation of procured and recovered items	LS	\$250,000.00	1	\$250,000.00
2	Installation and reconnection of piping and conduit	LS	\$95,000.00	1	\$95,000.00
3	Startup, testing, rework, commissioning	LS	\$5,000.00	1	\$5,000.00
			S	ubtotal E	\$350,000.00
F. Otl	ner				
1	Miscellaneous (attach sheets as necessary)*	LS	\$0.00	1	\$0.00
2	Removal of water from basin as needed	LS	\$5,000.00	1	\$5,000.00
			S	ubtotal F	\$5,000.00
			TOTAL BA	SE COST	\$2,198,000.00

^{*} Please list. Attach additional sheets with detail.

Table A-3 outlines an additive alternate cost for complete abrasive blasting and recoating of all interior and launder surfaces of both basins. The Owner will implement the scope of Table A-3 and the Proposer's listed prices if extensive damage to the basin interior is discovered during the Work. Table A-3 must be filled out to be considered a complete proposal.

Table A-3: Additive Alternate - Interior Basin Repairs

ITEM	DESCRIPTION	UNIT	UNIT PRICE	#	TOTAL
A. Inte	rior Basin Renovation (by CCR)				
1	Pressure Wash – Inner walls and launders, 3500 psi	SF	\$2.05	8,500	\$17,425.00
2	Inspection – Inner walls and launders	SF	\$0.51	8,500	\$4,335.00
3	Leak injection – Inner walls and launders	LF	\$436.68	100	\$43,668.00
4	Sandblasting - Inner Walls and launders	SF	\$21.77	8,500	\$185,045.00
5	Major crack repair – Inner walls and launders	LF	\$190.18	100	\$19,018.00
6	Spall repair – Inner walls and launders	SF	\$3.62	8,500	\$30,770.00
7	Resurfacing minor cracks - Inner walls and launders	LF	\$30.07	100	\$3,007.00
8	Dual coating – Inner walls and launders	SF	\$5.75	8,500	\$48,875.00
9	Removal of water from basin as needed	LS	\$8,857.00	1	\$8,857.00
		TOT	AL INTERIOR BASIN	REPAIR	\$361,000.00

Table A-4 outlines an additive alternate cost for refinishing the grout floor of each clarifier. The Owner will implement the scope of Table A-4 if the basin floors are not sloped regularly at 12:1 from the outer walls to the centers. The Owner may implement all or part of the listed scope. Table A-4 must be filled out to be considered a complete proposal. The total cost of Table A-4 will be added to the base cost of Table A-2, if necessary.

Table A-4: Additive Alternate - Floor Resurfacing

ITEM	DESCRIPTION	UNIT	UNIT PRICE	#	TOTAL
A. Floo	r resurfacing				
1	Pressure Wash – Basin floors, 3,500 psi	SF	\$2.41	7,700	\$18,557.00
2	Inspection and measurement of basin floors	SF	\$1.20	7,700	\$9,240.00
3	Removal of existing grout	SF	\$11.00	7,700	\$84,700.00
4	Apply grout to a slope of 12:1	SF	\$8.00	7,700	\$61,600.00
5	Removal of water from basin as needed	LS	\$8,903.00	1	\$8,903.00
		TC	OTAL FLOOR RESUR	RFACING	\$183,000.00

Table A-2 F1 (Miscellaneous) – Lawrence Lee Construction did not have any miscellaneous cost that is why we put \$0. \$0 is correct.

Table A-3 A6 (Spall Repair) – It is listed as 8500 SF, it is our understanding after communicating with the Engineer that the correct SF should be 100. With that being said our extended price of \$30,770.00 is correct and based on 100 SF. The unit price is incorrect and had to be lowered to get the right calculation to get to our extended price of \$30,770.00







SECTION 7: PERFORMANCE SURVEYS

The Performance Surveys are included



Survey Questionnaire – Indian River County Clarifier Nos. 1 and 2 Improvements

To: Terry B. Savage	City of Naples
(Name of Person completing survey)	(Name of Client Company/Contractor)
Phone Number: 239-213-3002	
Email: TBSavage@NaplesGov.com	ē.
Subject: Past Performance Survey of:	
WTP - Lime Clarifier #2 Rehab and Improveme	ents
(Project Name)	
Consultant Name: Lawrence Lee Construction Se	rvices, Inc.
(Name of Contractor being surveyed)	
Cost of Services: \$3,059,708	Date Complete: 02/02/2023
	SAMPLE OF THE PROPERTY OF THE

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: RFP 2025006 Date Completed: 09/26/2024

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete ontime/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, clearances, etc.)	(1-10)	10
6	Ability to communicate and document (risk management)	(1-10)	10
7	Ability to follow users rules, regulations and requirements (housekeeping, safety, etc.)	(1-10)	10
8	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Terry B. Savage

Printed Name of Evaluator

Signature of Evaluator

Please return the completed form to the contractor at the above listed email address.

Survey Questionnaire – Indian River County Clarifier Nos. 1 and 2 Improvements

To: Terry B. Savage	City of Naples
(Name of Person completing survey)	(Name of Client Company/Contractor)
Phone Number: 239-213-3002	
Email: TBSavaqe@NaplesGov.com	
Subject: Past Performance Survey of:	
WTP - Lime Clarifier #3 Rehab and Improvemen	its
(Project Name)	
Consultant Name: Lawrence Lee Construction Ser	vices, Inc.
(Name of Contractor being surveyed)	
Cost of Services: §3,416,090	Date Complete: 07/05/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: RFP 2025006 Date Completed: 09/26/2024

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete ontime/early)	(1-10)	10
3	Quality of workmanship	(1-10)	17)
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, clearances, etc.)	(1-10)	10
6	Ability to communicate and document (risk management)	(1-10)	10
7	Ability to follow users rules, regulations and requirements (housekeeping, safety, etc.)	(1-10)	10
8	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Terry	В.	Savage	

Printed Name of Evaluator

Signature of Evaluator

Please return the completed form to the contractor at the above listed email address.

Survey Questionnaire – Indian River County Clarifier Nos. 1 and 2 Improvements

To: Josh Niemann (Name of Person completing survey)	City of Deerfield Beach (Name of Client Company/Contractor)		
Phone Number: 954-480-4369			
Email: JNiemann@Derrfield-Beach.com			
Subject: Past Performance Survey of:			
West WTP - Solids Contact Clarifier Rehabilit	cation		
(Project Name)			
Consultant Name: Lawrence Lee Construction Services, Inc.			
(Name of Contractor being surveyed)			
Cost of Services: \$665,555.00	Date Complete: 1/8/2020		

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: RFP 2025006 Date Completed: 09/26/2024

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete ontime/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	10
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, clearances, etc.)	(1-10)	10
6	Ability to communicate and document (risk management)	(1-10)	10
7	Ability to follow users rules, regulations and requirements (housekeeping, safety, etc.)	(1-10)	10
8	Overall Client satisfaction and comfort level in hiring	(1-10)	10

 Josh Niemann
 Joshua Niemann

 Printed Name of Evaluator
 Signature of Evaluator

Please return the completed form to the contractor at the above listed email address.



ATTACHMENT 1: WPE PROPOSAL

The Walker Process Proposal is included





Water and Wastewater Industry

Walker Process Equipment

Division of McNish Corporation 840 North Russell Avenue Aurora, Illinois 60506-2853

E-Mail: walker.process@walker-process.com

Website: www.walker-process.com

Phone: 630-892-7921

Fax: 630-892-7951

October 11, 2024

TO THE BIDDING CONTRACTORS:

SUBJECT: Indian River County, FL

West WWTP

ENGINEERS: AtkinsRéalis BID DATE: October 15, 2024 PROPOSAL NO.: 22-0112S-REV2

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

SECTION 11226 – EXISTING CLARIFIER MODIFICATIONS

This proposal is divided into the following sections that together form our complete proposal:

> Pg. 2-5 **Pricing Summary** Scope of Supply and Clarifications Pg. 6-8 General Items Pg. 9 - 10 Terms and Conditions of Sale Pg. 11 - 14 Mechanical Warranty Pg. 15

If we can furnish any clarifications or additional information regarding the scope and terms of this proposal, please contact our sales Representative, Eric Peters of MTS Environmental, Inc., 904-273-8600. We look forward to working with you on this project.

Sincerely, WALKER PROCESS EQUIPMENT Division of McNish Corporation

Phio Harston

Chris Harston, P.E. Regional Sales Manager

Indian River County, FL West WWTP Proposal No. 22-0112S-REV2 Page 2 of 15 October 11, 2024

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. jobsite with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, Walker Process Equipment (WPE) will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

A.1: Two (2) pier supported collectors, type "RSP-FRST", less scum troughs, for installation (by others) in existing 70' dia. x 12'-9 1/8" S.W.D. concrete tanks with a floor slope of .925:12 for the price of	\$
A.2: Two (2) full radius scum troughs for installation (by others) for the price of	\$
A.6: Freight for the price of	\$
A.7: Miscellaneous components for the price of	\$
B.1: Four (4) service trips, <u>each</u> for the price of	\$
B.2: Eight (8) lodging room nights, <u>each</u> for the price of	\$
B.3: Sixty-four (64) field service hours, <u>each</u> for the price of	\$
B.4: One (1) set shop drawings and O&M manuals for the price of	\$1.00
B.5: One (1) set certifications for the price of	\$1.00

Note: These collector mechanisms replace the equipment provided in 1995 on Walker Process Equipment contract M50120.

Note: Anchorage for the scum trough and walkway were not originally supplied by WPE and are excluded from this offering. Others will need to determine if existing anchorage in the prestressed concrete tank is suitable for reuse. If new anchorage is required, we can quote at that time. New anchorage design, if needed, is not by Walker Process Equipment.

Indian River County, FL West WWTP Proposal No. 22-0112S-REV2 Page 3 of 15 October 11, 2024

<u>CONDITIONS OF SALE:</u> This offer to sell is expressly made subject to the following requirements: WPE means Walker Process Equipment Division of McNish Corporation.

- 1. Your purchase order must be received by WPE not later than <u>December 15, 2024</u>. Please note that prices quoted are not firm and are subject to Price Adjustment per item 11 listed under Terms and Conditions of Sale attached hereto and made a part of this Proposal; AND
- 2. Please note that all terms in your Purchase Order that conflict with or in any way change the terms of this Proposal, including the Terms and Conditions of Sale attached hereto and made a part hereof constitute a counteroffer and must be expressly accepted by WPE in a Purchase Order signed by WPE. Work started by WPE in connection with this Proposal before a Purchase Order is finalized and signed shall not constitute acceptance by WPE of any counteroffer from you. If you request WPE to perform work in connection with this Proposal before a Purchase Order is signed, all such work will be performed by WPE based on this Proposal and attached Terms and Conditions of Sale.

WPE proposes to supply all equipment and materials listed in this Proposal as a material supplier only and not as a subcontractor.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

PAYMENT AND PRICE TERMS:

- 10% net 30 days upon receipt of approved submittal.
- 60% net 30 days upon shipment of materials, or upon offer to ship.
- 20% net 30 days upon installation of materials
- 10% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Indian River County, FL West WWTP Proposal No. 22-0112S-REV2 Page 4 of 15 October 11, 2024

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

ESTIMATED SCHEDULES:

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of **order with complete information**. Shipment schedules are shown in weeks after **receipt of final Approved Submittal**.

SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER. ALL SHIPPING AND DELIVERY DATES ARE BASED UPON AVAILABILITY OF MATERIALS, SUPPLIES AND LABOR AND WE WILL NOT BE LIABLE FOR DELAYS CAUSED BY SHORTAGES IN MATERIALS CAUSED BY EVENTS BEYOND OUR CONTROL.

If approved Submittals and/or requested verified tank dimensions are not received by WPE within six (6) weeks of initial transmittal, WPE shall be entitled to a reasonable extension of the Shipment Schedule and Contract Price.

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TERMS AND CONDITIONS:

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

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SCOPE OF SUPPLY

BID ITEM:

SECTION: 11226 ENGINEER'S SPECIFICATIONS RSP-FRST COLLECTORS

Two (2) Pier-Supported Collectors, Type RSP-FRST for 70' diameter x 12'-9 1/8" S.W.D. tanks with a floor slope of .925:12.

WALKER PROCESS EQUIPMENT WILL SUPPLY FOR EACH MECHANISM:

- Drive Assembly 1/2 HP motor, primary helical speed reducer, chain drive with shear pin coupling, stainless steel chain guard, worm gear, spur gear, electromechanical torque limiting device.
- Center pier 30" diameter with directional baffles and shelf plates
- **Drive cage** 4'-1" square
- **Influent well** 16' diameter x 9'-2" side depth with scum outlet ports, with structural supports to drive cage
- Rake arms two (2) full radius, truss type constructed with structural shapes with plow flights and adjustable squeegees.
- **Skimmer assembly** Two (2) skimmers with neoprene skimming blades extending from the influent well to the scum baffle and one (1) fabricated stainless steel trough 10" wide cantilevered from the tank wall to the influent well. The scum trough includes supports, sway brace, integral approach ramp, exit ramp, and flushing device.
- Electrical controls NEMA 4X enclosure
- Spare parts Shear pins
- Fasteners
- Anchorage for center pier

MATERIALS OF CONSTRUCTION

Submerged components of the mechanism – carbon steel Full radius scum trough – type 304 stainless steel Squeegees – type 304 stainless steel Fasteners – type 304 stainless steel Anchorage – type 316 stainless steel

NOTE:

THE ENTIRE MECHANISM IS FIELD ASSEMBLED WITH BOLTED CONNECTIONS. NO FIELD WELDING IS REQUIRED.

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SHOP PAINTING:

Submerged ferrous surfaces will be prepared in accordance with SSPC-SP10 and given one (1) shop coat of Sherwin-Williams Dura-Plate 235, 4.0 – 8.0 mils dft.

The drive unit will be shop assembled and painted with one (1) shop prime coat of Sherwin-Williams Macropoxy 646, 5-7 mils dry film thickness, followed by one (1) shop finish coat of Sherwin-Williams Acrolon 218HS, 3-6 mils dry film thickness. The motor and primary reducer will be provided with the original manufacturer's standard finish paint.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

FIELD SERVICE: As required, but not to exceed six (6) trips and ten (10) days of mechanical service which includes two (2) trips and two (2) days for our technician to advise the installing contractor on field dimensions.

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ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our projected work load, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

EXCLUSIONS: Although possibly shown on the plans and/or specified, the following are not included in this offering.

- Catwalk including drive platform, handrail, and grating existing to be reused.
- 2. **LCI motor load controller specified in 11226-2.02.A** (motor overload, torque alarm, and torque cut-off are provided)
- 3. Scum spray system nozzles, piping, supports, valves, or controls existing to be reused.
- 4. **Anchorage** scum trough and bridge
- **5. Process performance warranty** (performance warranty specified is understood to refer only to mechanical operation of the mechanisms)
- 6. Access stairway or platform to the equipment catwalk
- 7. Handrail around the perimeter of the tank
- 8. Lubricating oil or grease, including lubricants for stainless steel fasteners
- 9. Weir troughs and supports
- 10. Weir plates, scum baffles or supports existing to be reused.
- 11. Neoprene gasket, caulking, or mastic sealant between weir plates and concrete wall if required
- 12. Density Current Baffle System
- 13. Weir and trough brush cleaning system existing to be reused.
- 14. Influent pipe and supports
- 15. Sludge or scum piping, fittings, and valves
- 16. Electrical conduit, wiring, and supports
- 17. Light Fixtures and duplex receptacles
- 18. Unloading, hauling, storage, or erection
- 19. Video recording of training sessions
- 20. Any items that are not specifically listed above as being included

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GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish Corporation (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

<u>PAINTING</u>: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) <u>before</u> equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchasers and Field Painting Contractors full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel of other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

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ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make <u>no</u> warranty, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

<u>ADHESIVE (EPOXY) ANCHORS</u>: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.
- The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.
- The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.
- The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure
 analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural
 members or structural analysis.
- The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.
- WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.

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TERMS AND CONDITIONS OF SALE

- 1. <u>Controlling Terms.</u> All purchase orders submitted to Walker Process Equipment, a division of McNish Corporation (hereinafter referred as "**Seller**") by a purchaser (hereinafter referred to as the "**Buyer**") for products and/or services sold by Seller shall constitute acceptance of Seller's Bid Proposal, these Terms and Conditions of Sale and Seller's Mechanical Warranty (hereinafter referred to, collectively, as "Seller's Contract Documents"). In the event any provision of Buyer's purchase order conflicts with Seller's Contract Documents, the provisions of Seller's Contract Documents shall control. Any modifications, amendments or other changes to Seller's Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller's Contract Documents and Buyer's purchase order are hereinafter referred to, collectively, as the "Contract").
- 2. <u>Acceptance of Purchase Orders</u>. All purchase orders received by Seller are subject to approval of Buyer's credit and is contingent upon Seller's receipt of written approval of all equipment submittals or written waiver thereof.
- 3. <u>Shipment and Delivery.</u> The shipping schedule set forth in Seller's proposal is based upon Seller's knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller shall not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
- 4. **F.O.B. Point and Title.** Seller's delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
- 5. <u>Payment Terms.</u> Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys' fees, which are incurred by Seller to collect any past due accounts.
- 6. <u>Setoff.</u> Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller's right to stop performing Seller's obligations under this Contract.
- 7. <u>Taxes.</u> Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.
- 8. <u>Warranty.</u> Seller warrants all goods that it manufactures in accordance with the terms of Seller's Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the "Warranty"). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer's obligations under its Contract.

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- 9. <u>Cancellation</u>. If Buyer requests or causes a cancellation of any work performed by Seller on Buyer's behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
- 10. <u>Backcharges</u>. No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller's advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

11. Price Adjustment.

Fabricated Steel Components

A contract price revision will take effect if, at the time WPE can purchase fabricated steel required for this project, the increase in the cost of fabricated steel assemblies (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

Other Large Value Items

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

- 12. <u>Indemnification</u>. Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.
- 13. <u>Limitation of Liability</u>. Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.
- 14. **Force Majeure**. Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

15. <u>Indemnification Provision for Water Treatment Projects</u>

Buyer hereby agrees to indemnify, hold harmless, and upon request, to defend, Seller and Seller's shareholders, directors, officers, employees, agents and legal representatives (hereinafter referred to,

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collectively, as the "Indemnified Parties"), from and against any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, but not necessarily limited to, all fees incurred by the Indemnified Parties for attorneys and other professional consultants) engaged by the Indemnified Parties, in connection with, or relating to, any claim, demand, action, suit, administrative proceeding, judgment, order, investigation or remediation asserted or issued by any third party, including, without limitation, any federal, state, or local governmental authority, arising or alleged to arise from the presence of any Hazardous Substances (as hereinafter defined), which have been discharged, directly or indirectly, into or from any body of water treated or to be treated by any equipment manufactured or provided by Seller pursuant to the terms of this Purchase Order. For purposes hereof, the use of the term "Hazardous Substances" shall mean industrial wastes, toxic pollutants, and chemicals (including but not limited to per-and polyfluoroalkyl substances (PFAs) or other manufactured chemicals), and any other hazardous substances as such terms are defined under Environmental Laws (as hereinafter defined), petroleum and petroleum products, asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, polychlorinated biphenyl ("PCB") or PCB containing materials or fluids, radon, any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and any other substance with respect to which Environmental Laws or governmental authority requires environmental investigation, monitoring or remediation.

The term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

16. <u>Field Service.</u> Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with an eight (8) week advance notice to schedule service requests. If less than eight (8) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

- 17. <u>Limitation of Actions.</u> Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.
- 18. <u>Disputes and Governing Law.</u> All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements

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between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

- 19. <u>Disclosure</u>. Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish Corporation.
- 20. <u>Invalidity</u>. If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.
- 21. <u>Binding Effect</u>. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.
- 22. <u>Entire Agreement</u>. This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

SELLER:

WALKER PROCESS EQUIPMENT, Division of McNish Corporation

Signature:	Chris	16 wiston
Name/Title:	Chris Harst	on, P.E. / Regional Sales Manager
Date:	October 11	, 2024
ACCEPTED BY BUYER:		
Name of Company:		
Authorized Signature:		
Name/Title:		
Date:		

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MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which prove to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within five (5) years from date of initial operation of the Goods or sixty-three (63) months from date of shipment, whichever time period first occurs (the "Warranty Period").

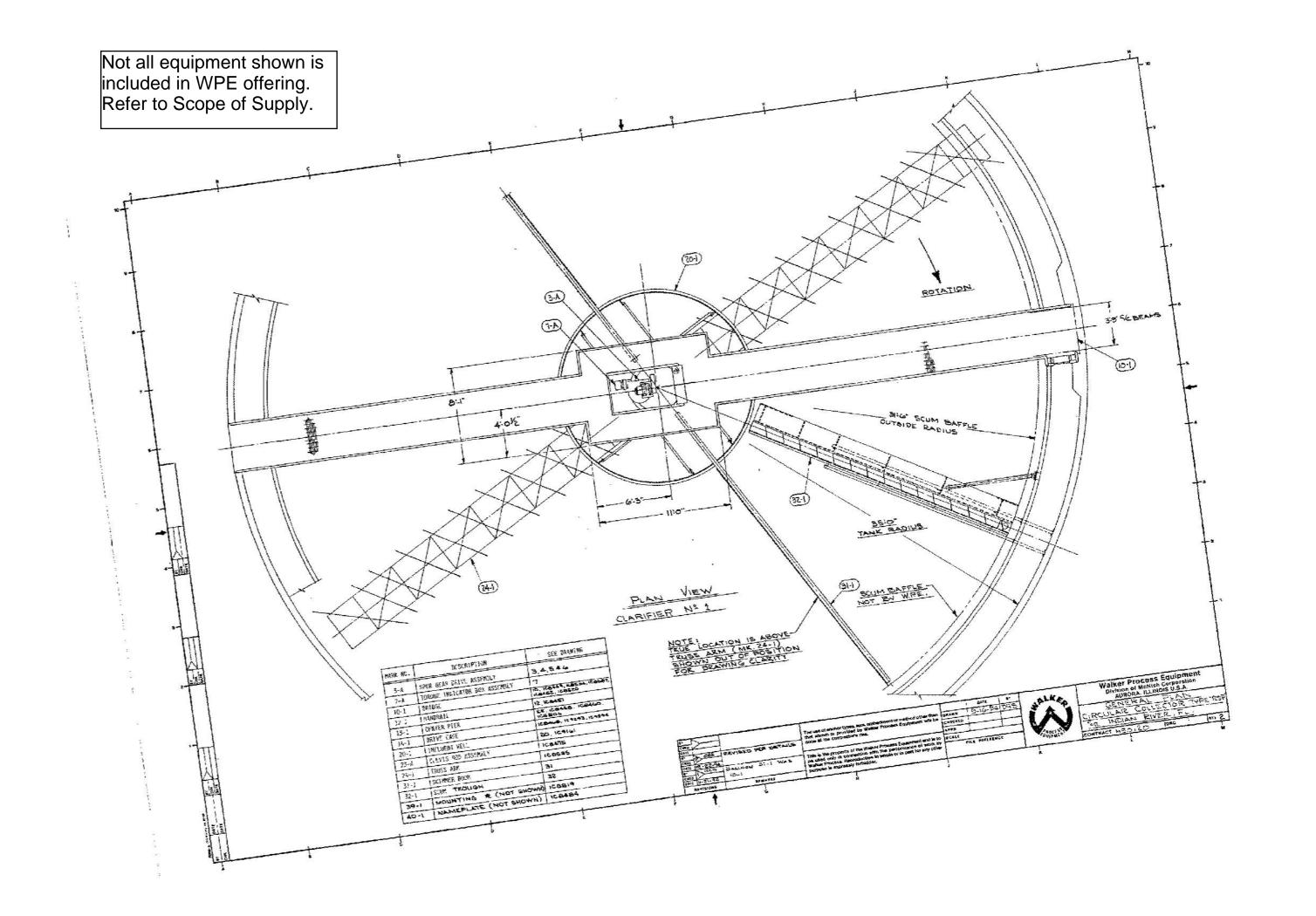
If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

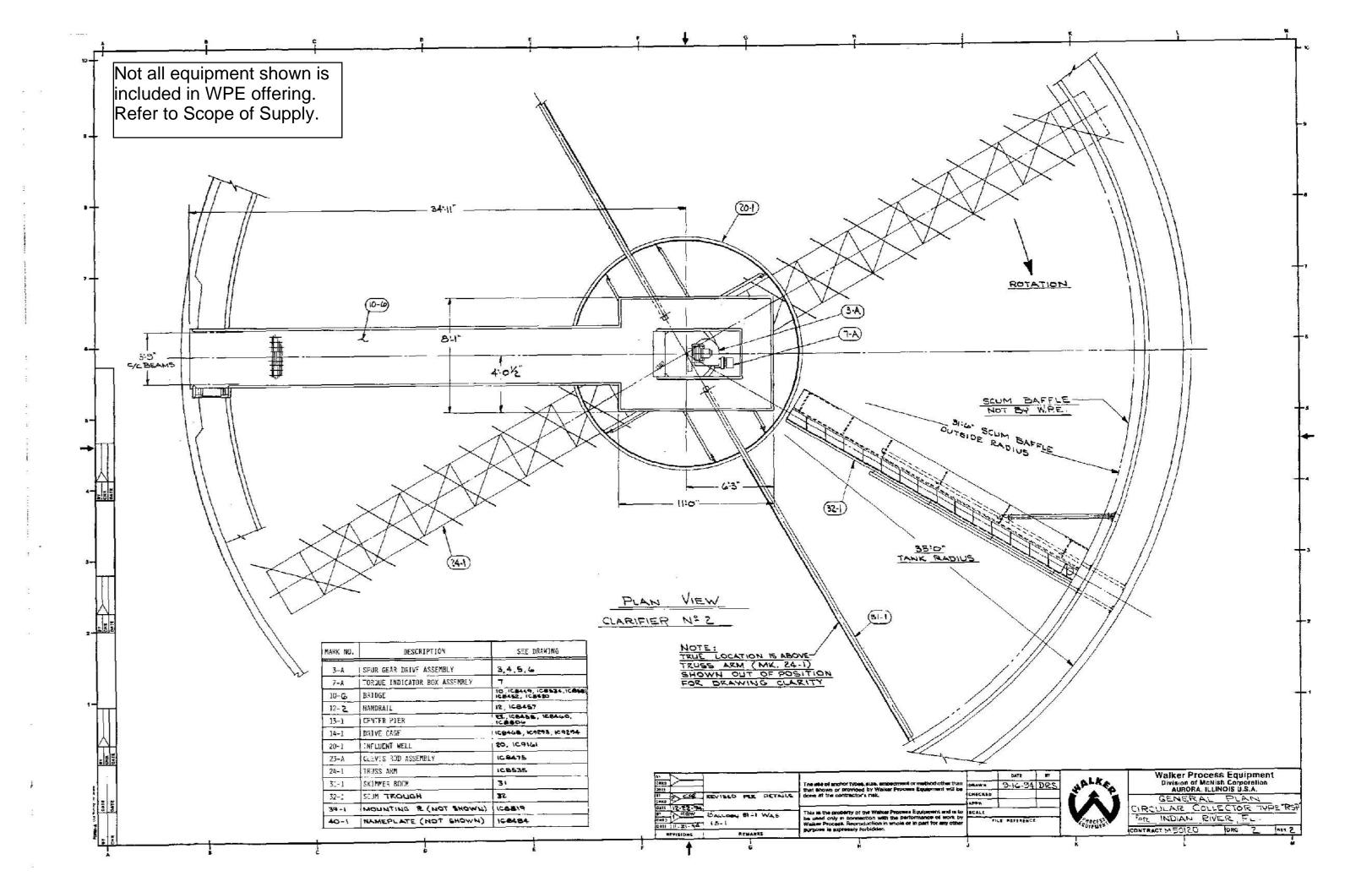
This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

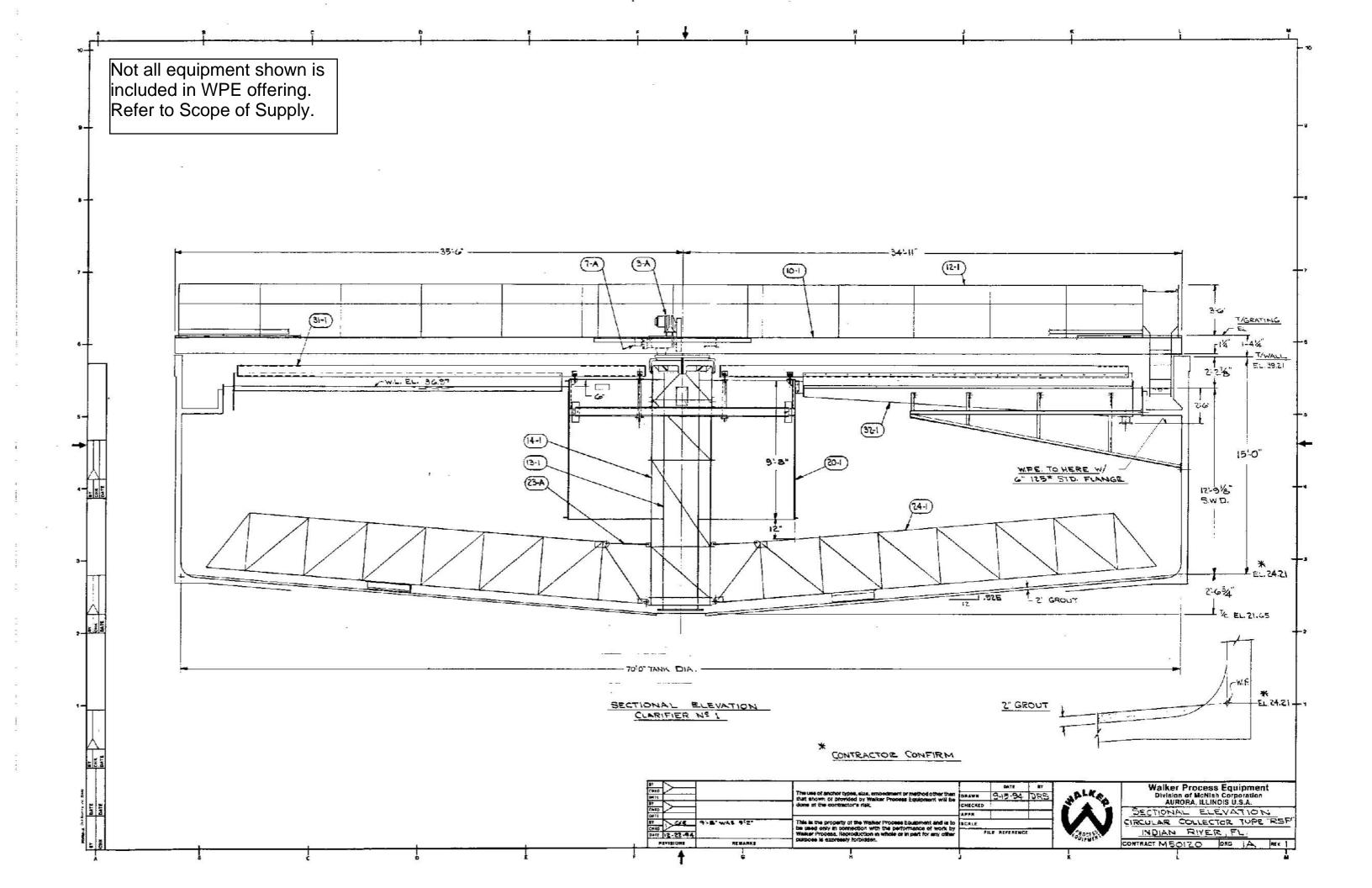
This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

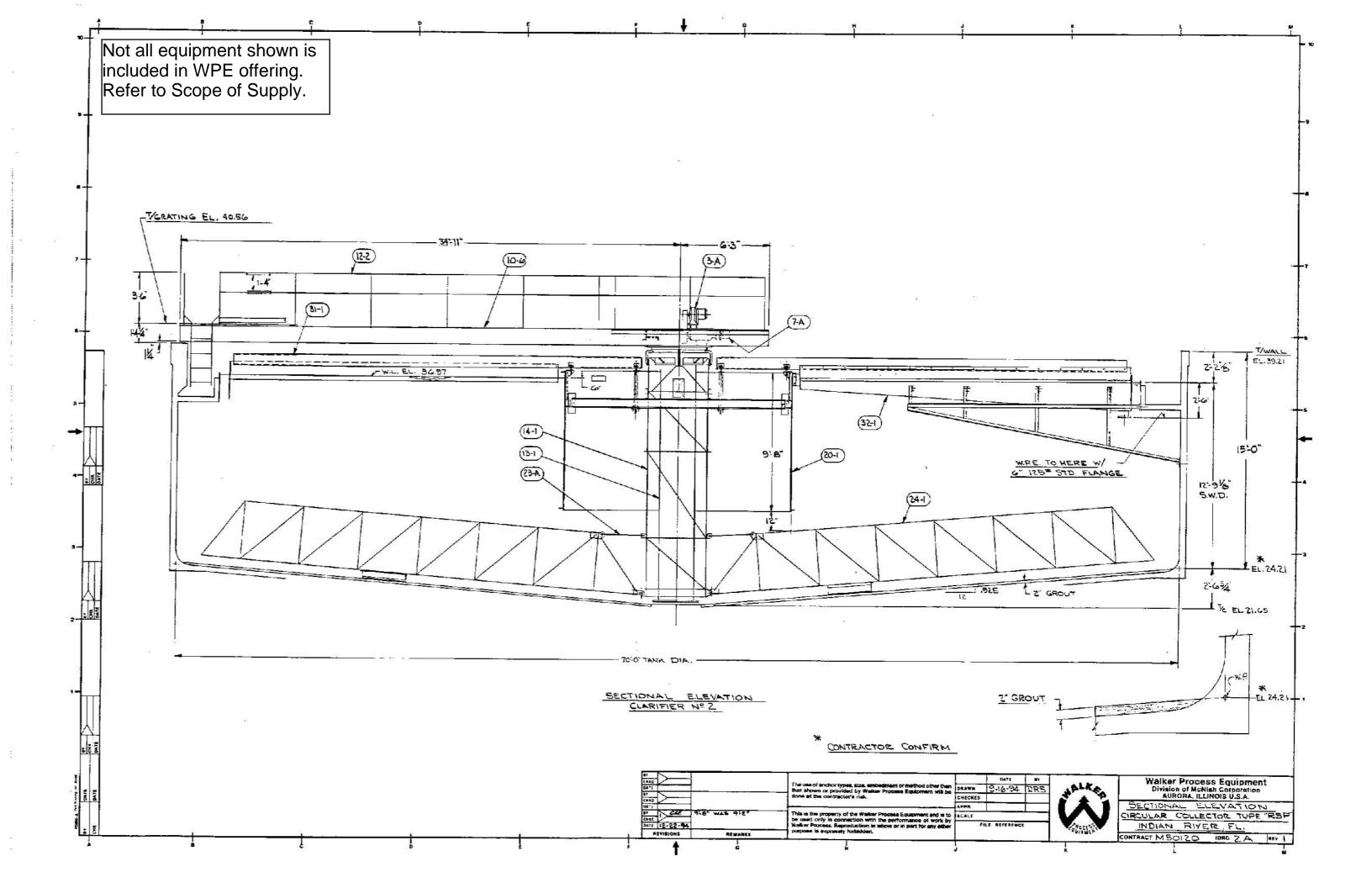
The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.











ATTACHMENT 2: CCR PROPOSAL

The Crom Proposal is included





October 8, 2024

Revised October 17, 2024

UNPRICED PROPOSAL 20230479

CONCRETE REPAIRS & COATINGS TWO (2) 430,000-GALLON CLARIFIERS INDIAN RIVER COUNTY, FL

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repair/coating of the prestressed concrete tank(s) in accordance with applicable portions of the plans and specifications dated 9/5/2024, for **INDIAN RIVER COUNTY, FL** ("Client"). The work will be completed in accordance with applicable codes and standards including OSHA, AWWA, AMPP, ICRI, ACI and standard prestressed concrete tank design. Any work not specifically detailed in Section 1 of this proposal shall be provided by others.

1. SERVICES TO BE FURNISHED BY CCR

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

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

TWO (2) 430,000-Gallon Open Top Clarifiers 70'-0" ID x 15'-0" SWD (CROM Job No. 1994-M-076.2)

- A. Mobilization of crew, materials, and equipment to the jobsite.
- B. Pressure Wash Exterior Walls & Top of Walls (up to 7,500-SF)
 - 1) Pressure wash exterior shotcrete walls and top of wall at 3,500-psi to remove dust, dirt, grease, oil, and other contaminants from the substrate.
- C. Inspection Exterior Walls & Top of Walls (up to 7,500-SF)
 - 1) Review of tank design, drawings, and existing conditions as required to provide an evaluation on the current condition and integrity of the above wire-wound prestressed concrete tank(s).
 - 2) On-site visual inspection and evaluation of the exterior of the clarifiers including:
 - (a) Foundation and Wall Exterior:
 - i. Wall foundation or footing, if exposed (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing).
 - ii. Check for cracks.
 - iii. Check architectural finish coating (paint).
 - iv. Manhole (cover, frame, bolts, and gasket).
 - v. Pipe sleeves, if present (frame and seal by modular, mechanical type, interlocking, synthetic rubber "link" units).
 - vi. Ladder (risers, rungs, wall brackets, connections including welds, fasteners, and safety rail).

LOCATIONS

- vii. Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, fasteners, cables, float, pulleys, and mechanism).
- D. Replace Wall Pipe Rubber Seals (up to four (4) EA)
 - 1) Remove and replace existing link seals for two (2) 8-inch DIP and two (2) 24-inch DIP.
- E. Ultrasonic Pulse Velocity Testing (up to 100-LF)
 - 1) Perform ultrasonic pulse velocity testing on all cracks greater than 1/64-inch to estimate crack depth. Ultrasonic pulse velocity testing shall confirm to ASTM C597.
- F. Leak Injection Exterior Walls & Top of Walls (up to 100-SF)
 - 1) All loose material and efflorescence around the crack shall be removed by mechanical means (scraping, grinding, or wire brush).
 - 2) The crack will be injected using compression ports, and if necessary, a combination of surface ports and mechanical packers.
 - 3) Prior to injection of epoxy, seal crack with Sikadur 31 per manufacturer's recommendation.
 - 4) Begin the injection of SikaFix HH, a hydrophilic grout at the lowest port installed on a vertical crack, or at the first packer flushed for a horizontal crack. Continue injecting until the epoxy appears at the adjacent port.
 - 5) Stop pumping that port and cap, then begin injecting the next port. Continue process until the length of the prepared crack is injected.
 - 6) Remove the injection ports, clean, and remove reacted resin from the adjacent surfaces and then patch the drilled holes with an appropriate patching mortar or epoxy and allow to cure per the manufacturers TDS.
 - 7) NOTE tank must be full prior to performing the leak injection at the exterior walls.
- G. Major crack repair Exterior Walls & Top of Walls (up to 100-LF)
 - 1) Apply Tnemec Series 154 TnemeGuard at a ratio of 1 part liquid to 3 parts clean, dry, fine mesh sand to create a paste consistency to cracks larger than 1/64-inch.
- H. Spall repair Exterior Walls & Top of Walls (up to 100-SF) (1/4-inch Max Depth)
 - 1) Chip away loose and or damaged spalled concrete until firm / non-degraded concrete is reached.
 - 2) Apply Sikadur 32 to the prepared surface of the concrete spall.
 - 3) Patch the prepared surfaces areas with SikaQuick VOH bringing the repair flush with adjacent surfaces, per the manufacturer's recommendations.
- I. Stripe Coating Exterior Walls & Top of Walls (up to 100-LF)
 - 1) Apply a stripe coat of Tnemec Series 154 to bridge cracks less than 1/64-inch per manufacturer's recommendation.
- J. Dual coating Exterior Walls & Top of Walls (up to 7,500-SF)
 - 1) Apply two (2) coats of Tnemec Series 1026 to the exterior walls and top of wall at 2.0-3.0 mils DFT per the manufacturer's recommendation.

Additive Alternate - Interior Basin Renovation (Interior Walls & Launders)

- K. Pressure Wash (8,500-SF).
 - 1) Pressure wash interior shotcrete walls and top of wall at 3,500-psi to remove dust, dirt, grease, oil, and other contaminants from the substrate.

L. Inspection (8,500-SF)

- 1) Wall Interior:
 - (a) Check for cracks.
 - (b) Ladder (risers, rungs, wall and base brackets, braces, connections, fasteners, and safety rail).
 - (c) Baffle walls/curtains, if present.

2) Floor Interior:

- (a) Check for cracks (note size and length).
- (b) Pipes (encasements, coatings, support brackets, and bolts).
- (c) Waterstop, if applicable (irregularities, holes, encasement).
- (d) Gap between wall and waterstop, if applicable.

M. Leak Injection (100-LF)

- 1) All loose material and efflorescence around the crack shall be removed by mechanical means (scraping, grinding, or wire brush).
- 2) The crack will be injected using compression ports, and if necessary, a combination of surface ports and mechanical packers.
- 3) Prior to injection of epoxy, seal crack with Sikadur 31 per manufacturer's recommendation.
- 4) Begin the injection of SikaFix HH, a hydrophilic grout at the lowest port installed on a vertical crack, or at the first packer flushed for a horizontal crack. Continue injecting until the epoxy appears at the adjacent port.
- 5) Stop pumping that port and cap, then begin injecting the next port. Continue process until the length of the prepared crack is injected.
- 6) Remove the injection ports, clean, and remove reacted resin from the adjacent surfaces and then patch the drilled holes with an appropriate patching mortar or epoxy and allow to cure per the manufacturers TDS.
- 7) NOTE tank must be full prior to performing the leak injection at the interior launder walls.

N. Sandblast – Interior Walls & Launders (8,500-SF)

1) Abrasive blast interior concrete surfaces mentioned above by removing coatings, laitance and hardeners while providing a surface profile equal to an ICRI CSP 5 or greater on the wall and launder, as per SSPC-13/NACE 6 standards.

O. Major Crack Repair (100-LF)

- 1) Chip away loose and or damaged spalled concrete until firm / non-degraded concrete is reached.
- 2) Apply Sikadur 32 to the prepared surface of the concrete spall.
- 3) Patch the prepared surfaces areas with SikaTop 123 bringing the repair flush with adjacent surfaces, per the manufacturer's recommendations.

P. Spall Repair - Interior Walls & Launders (up to 100-SF) (1/4-inch Max Depth – 2-inches Wide)

- 1) Chip away loose and or damaged spalled concrete until firm / non-degraded concrete is reached.
- 2) Apply Sikadur 32 (High Mod / High Strength Bonding Epoxy) to the prepared surface of the concrete spall.
- 3) Patch the prepared surfaces areas with SikaQuick VOH bringing the repair flush with adjacent surfaces.

Q. Resurfacing Minor Cracks (100-LF)

1) Apply Series N218 Mortarclad to the interior wall at a thickness of approximately 1/8-inch to fill cracks, voids and imperfections per the manufacturer's recommendation.

- R. Dual coating Interior Walls & Launders (8,500-SF)
 - 1) Apply two (2) coats Tnemec Series N69 to the entirety of interior vertical walls and all launder surfaces 4.0-6.0 mils DFT.
- S. Removal of rainwater from basin as needed

2. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

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

- a. Client will grant or obtain free and uninterrupted access to the structure(s) for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. It is imperative that hatch covers are not installed prior to the completion of CCR's scope of work to allow for maximum hatch opening. The Client will notify any and all processors of the project site that the Client has granted CCR free and uninterrupted access to the site. CCR shall be responsible for site cleanup and repair of damages caused by CCR or its subcontractors.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim, with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.
- c. A continuous supply of potable water under 50-psi pressure at the rate of 60-gallons per minute for the use of the CCR crew within 100-feet of each tank site.
- d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100-feet from each tank. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add \$500.00 per week to the contract amount.
- e. Any permit or other fees from any AHJ, as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.
- g. Sanitary facilities for the CCR crew for the duration of the project.
- h. Drainage and disposal of the tank's contents.
- i. Refilling, disinfecting, bacteriological sampling, and testing of the tank's contents.
- j. Cleaning the interior of the tank.
- k. Complete lock-out and tag-out of the subject tank prior to personnel entering each tank. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank is rendered "safe" before CCR performs air quality testing to enter each tank.

- I. All professional engineering design services.
- m. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.
- n. Confined space compliance including hole watch, ventilation, retrieval system, and safe and clear access to the work area compliant to all local, state, and federal regulations for the duration of our work.
- o. Proper environmental conditions including ambient temperature, moisture control and curing conditions.
- p. Adhesion testing as required by the specifications.
- q. Hazardous material removal and disposal as required by the specifications.

3. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for 30 days. Should this quotation expire, a new quotation will be required to reflect updated pricing due to market changes.

CCR will be prepared to start work on or before March 1, 2025, the Anticipated Construction Start Date, and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work with the durations noted below:

Clarifier #1 - TBD

Clarifier #2 - TBD

4. QUOTATION

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

	Descriptions	UOM Unit P	Price QTY	Subtotal			
Basin Renovation (Exterior Walls)							
1 2 3 4 5 6 7 8 9	Pressure Wash Inspection Replace Wall Pipe Rubber Seals Ultrasonic Pulse Velocity Testing Leak injection Major crack repair Spall repair Stripe Coating Dual coating	SF SF EA LF SF LF SF LF SF	7,500 7,500 4 100 100 100 100 100 7,500	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
Subtotal for Exterior Basin Renovations \$0.00							
Additive Alternate - Interior Basin Renovation (Interior Walls & Launders)							
1	Pressure Wash	SF	8,500	\$0.00			

2	Inspection	SF	8,500	\$0.00
3	Leak injection	LF	100	\$0.00
4	Sandblasting	SF	8,500	\$0.00
5	Major crack repair	LF	100	\$0.00
6	Spall repair	SF	100	\$0.00
7	Resurfacing minor cracks	LF	100	\$0.00
8	Dual coating	SF	8,500	\$0.00
9	Removal of water from basin as needed	LS	1	<u>\$0.00</u>
Subtotal for Additive Alternate				

^{*}Interior coating does not include floors, submerged metals, removal or replacement of weirs or any hardware.

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

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

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is not included in our price. Please add \$9.00 per \$1,000 of contract value.

5. ACCEPTANCE

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

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC

Cameron Kenyon Business Development Manager	Nick Martin Region Lead		
/ck.nm.dt			
ACCEPTED BY CLIENT			
PRINT:			
TITLE:			
DATE:			

1. <u>DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED</u> DATA

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

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

2. INSURANCE

CCR represents and warrants that it and its agents, staff, and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies, which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Within the limits and conditions of such insurance, CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff, and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. BACK CHARGES AND CLAIMS FOR EXTRAS

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

4. <u>LIMIT ON INDIVIDUAL LIABILITY OF DESIGN</u> PROFESSIONAL

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

5. ASSIGNMENT AND THIRD PARTIES

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

6. LABOR

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

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

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

7. SCHEDULE, COMMENCEMENT, AND DELAYS

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

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

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

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

8. PAYMENTS

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

by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

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

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

9. <u>DISPUTE RESOLUTION</u>

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

10. CHANGES IN SCOPE AND LIMITATIONS

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

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

11. TERMINATION

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

the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

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

12. WARRANTY

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