PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

April 21, 2015

Consent [X]
Public Hearing []

Regular [

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Authorization No. 1 with Cardinal Contractors, Inc. (R2015-0316) for the Pahokee Wastewater Treatment Plant (WWTP) Improvements Project in the amount of \$1,977,954.58.

Summary: On March 10, 2015, Board of County Commissioners (BCC) approved the Optimization and Improvements Design-Build Contract with Cardinal Contractors, Inc. Work Authorization No. 1 is necessary to modify the headworks and install two (2) new wastewater screens at the Pahokee WWTP. The existing treatment system will be taken out of service and repaired. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The contract with Cardinal Contractors, Inc. provides for SBE participation of 26% overall. This Work Authorization includes 32.47% overall participation. The cumulative SBE participation, including this Work Authorization is 32.47% overall. Cardinal Contractors, Inc. is a Palm Beach County company. This project is included in the FY15 Capital Improvement Plan adopted by the BCC. (WUD Project No. 15-010) <u>District</u> 6 (JM)

Background and Justification: The Pahokee WWTP includes a 0.5 mgd conventional activated sludge facility and a 0.7 mgd complete-mix Walker Modular Plant for a total permitted capacity of 1.2 mgd. The Pahokee WWTP currently has only one (1) headworks screen, which has poor removal efficiency. The two (2) new screens and compactors will provide improved screening and avoid bypassing during high flow events to protect the Pahokee WWTP deep injection well from plugging. The steel-fabricated Walker Modular Plant requires periodic repairs and painting to be properly maintained. Cardinal Contractors, Inc. will provide builders risk insurance prior to commencement of construction.

Attachments:

1. Location Map

2. Two (2) Original Work Authorizations No. 1

Approved By:

| Comparison | County Administrator | County Administr

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	\$1,977,954 <u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>O</u> <u>O</u> <u>O</u>	<u>0</u> <u>0</u> <u>0</u>
NET FISCAL IMPACT	\$1,977,954 <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.: F	und <u>4011</u> Dept	_721 Unit	W026 Object	6545	_
Is Item Included in Current	t Budget? You	es X No)		
	Rep	orting Category	/ <u>N/A</u>		
B. Recommended So	ources of Funds/S	ummary of Fis	scal Impact:		
The project will be f	unded by Water Ut	ility Departmer	nt user fees.		
C. Department Fiscal	Review:	lelna m n	art		
	III. <u>REVIE</u>	W COMMENTS	<u>S</u>		
A. OFMB Fiscal and/o	or Contract Devel	opment and C	ontrol Comment	s:	
Sio Julia OFME	3		act Development	and Control	7)15
B. Legal Sufficiency:					
Assistant Co	unty Attørney				

This summary is not to be used as a basis for payment.

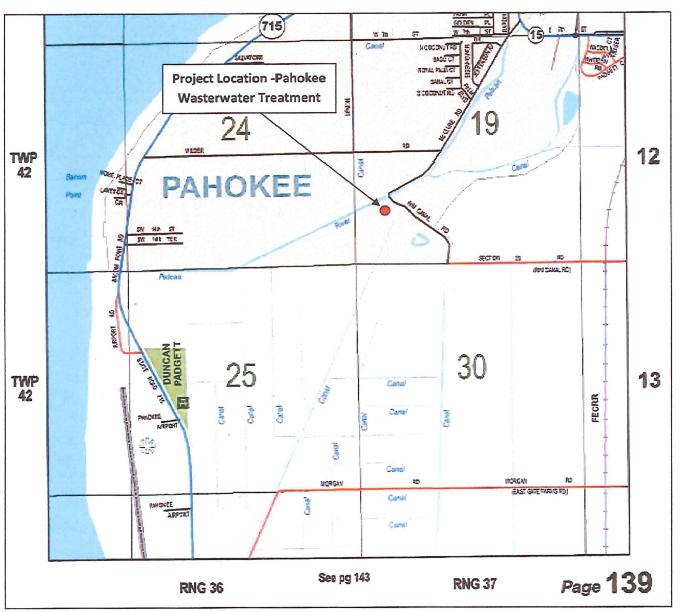
Other Department Review:

Department Director

C.

Attachment 1





WUD 15-010 GL03 – Pahokee Wastewater Treatment Plant Improvements

WORK AUTHORIZATION NO. 01 Palm Beach County Water Utilities Department Optimization and Improvements Design Build Contract Project

Project No. WUD 15-010

Districts: 2

Budget Line Item No. 4011-721-W026-6545

Project Title: GL03 - Pahokee Wastewater Treatment Plant Improvements

THIS AUTHORIZATION No. 1 to the Contract for Optimization and Improvements Design Build Contract Project No. WUD 14-071 dated March 10, 2015 (R2015-0316) by and between Palm Beach County and Design Build Entity as assigned to Cardinal Contractors, Inc., is for the Design-Build Services of this Work Authorization. The Contract provides for 26% SBE participation overall. This Authorization includes 32.47% overall participation. The cumulative proposed SBE participation, including this authorization is 32.47% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.

- 1. DESIGN-BUILD ENTITY: Cardinal Contractors, Inc.
- 2. ADDRESS: 560 Village Blvd., Suite 340, West Palm Beach, FL 33409
- 3. Description of Services (Scope of Work) to be provided by the Design Build Entity:

See ATTACHMENT A.

4. Services completed by the Design Build Entity to date:

See ATTACHMENT G.

5. Design Build Entity shall begin work promptly or deliver ordered materials within the following calendar days from the approval date of the Work Authorization:

Substantial Construction Completion 395 Calendar Days after receipt of notice to proceed.

Final Construction Completion 45 Calendar Days after Substantial Construction Completion

Liquidated damages will apply as follows:

\$1000 per day past substantial completion date.

\$500 per day past final completion date.

(For Liquidated Damages Rates see ATTACHMENT B)

The parties hereby agree and acknowledge that County's actual damages in the event of delay would be difficult or impossible to ascertain and that the foregoing liquidated damages amount represents a liquidated sum of damages agreed upon by the parties as a measure of damages in the event of such delay and not as a penalty.

6. The Contract Price or Guaranteed Maximum Price, as applicable, to be paid to the Design Build Entity for providing the requested services in accordance with the Contract shall be

\$1,977,954.58, subject to adjustment in accordance with the terms of the Contract. The listed value does not include an Owner's Allowance.

7. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated <u>March 10</u>, 2015 remain in full force and effect.

WORK AUTHORIZATION NO. 01

Project No. WUD 15-010

Project Title: GL03 - Pahokee Wastewater Treatment Plant Improvements

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Sharon R. Bock, Clerk & Comptroller, Palm Beach County	Palm Beach County,	
ATTEST:	Board of County Comr	nissioners
Signed:	Signed: Shelley Vana, N	
	Shelley Vana, N	layor .
Typed Name:	Data	
Deputy Clerk	Date	
Approved as to Form and Legal Sufficiency		
Signed:		
Typed Name:County Attorney	DEGLON BUILD ENTIT	N.
County Attorney	DESIGN-BUILD ENTIT	Υ:
ATTEST:	Kichad Th	bep-
Witness	(Signature)	
Robin C. Wilson Assistant Secretary	Richard Holt	Vice President
(Name and Title)	(Name and Title)	
	2/23/2015	
	Date	

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 01 Palm Beach County Water Utilities Department Optimization and Improvements Design Build Contract Project

ATTACHMENT – A Scope of Work

ATTACHMENT – B Rate for Liquidated Damages

ATTACHMENT – C Public Construction Bond (Not applicable < \$200,000)

ATTACHMENT – D Form of Guarantee (Not applicable < \$200,000)

ATTACHMENT – E Work Authorization Cost Schedule

ATTACHMENT - F SBE Schedule 1 and Schedule 2

ATTACHMENT – G Authorization Status Report - Summary and Status of

Authorizations

ATTACHMENT - H Authorization Status Report - Summary of

SBE/Minority Business Tracking

ATTACHMENT – I Location Map

ATTACHMENT – J Design-Build Criteria

ATTACHMENT – K Vendor Quotes

ATTACHMENT A

WORK AUTHORIZATION NO. 01

Palm Beach County Water Utilities Department Optimization and Improvements Design Build Contract Project

SCOPE OF WORK FOR

Pahokee Wastewater Treatment Plant Improvements

INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Optimization and Improvements Design Build Contract - Palm Beach County Water Utilities Department Project No. WUD 14-071 (CONTRACT) with Cardinal Contractors, Inc. (DESIGN-BUILD ENTITY) to provide design-build services for various general activities on the Optimization and Improvements Design Build Contract dated March 10, 2015. This Work Authorization will be performed under that CONTRACT.

This Work Authorization includes process and facility improvements to maintain the Pahokee Wastewater Treatment Plant in compliant operations for the next five years. Work includes screening equipment replacement at the headworks structure, effluent piping replacement, effluent piping support repairs, and repairs and rehabilitation to the package treatment unit, primary clarifier, and secondary clarifiers as detailed herein.

SCOPE OF SERVICES

Design Build Entity shall perform the Scope of Services as described herein:

Task 1 - Data Collection and Survey

- 1. Receive NTP for Design.
- 2. Review As-Built drawings.
- 3. Conduct 2 field visits.

Task 2 - 60% Plans

- 1. Prepare 60% Drawings and Specifications.
 - a. Headworks Demo and Construction drawings
 - Effluent Piping Demo and Construction drawings
 - Walker Plant Demo and Construction drawings
 - Secondary Clarifier at Conventional Plant Demo and Construction drawings
 - e. Primary Clarifier Demo and Construction drawings
- 2. Deliver three full size, and three half size, drawing sets of plans and specifications for PBCWUD review.
- 3. Conduct 2 field visits.

Task 3 – 90% Plans (Permit Set)

- Provide written response to 60% design comments.
 Minor FDEP Permit modification
- 3. Conduct 2 field visits.
- 4. Revise drawings from 60% comments.
- 5. Provide review cycle to confirm all 60% comments were incorporated/addressed in the 90% plan set.

Task 4 - 100% Plans

1. Provide three half size and three full size sets of signed and sealed plans for the PBC Building permit. Same as 90% plan set formalized as "Permit Set".

Task 5 - Pre-Construction Services

- 1. Attend 1 Pre-Construction Meeting.
- 2. Shop drawing review and approval.
- 3. O&M manual review and approval.
- 4. Forward all shop drawings, product data submittals and O&M manuals to PBC for review and comment.

Task 6 - Construction Services

- 1. Receive Notice to Proceed (NTP) for Construction.
- 2. Construction activities: 18 engineering site visits (2/month for 9 months).
- 3. Start up, testing and owner training: 2 engineering site visits.

Task 7 - Project Close Out

- 1. Coordinate preparation of final As-Built Drawings.
- 2. Coordinate and provide all required final certifications.
- 3. Obtain all final inspections and close out all permits. When possible, provide computer print-out from permitting agency evidencing permits have been properly closed.
- 4. Prepare project close-out documents package, including signed-off permits, As-Built drawings, and photographs.
- 5. 1 site visit.

Division 1 General Conditions

- Project durations based on the following:
 - Design complete 150 days after NTP.
 - o Permitting complete 190 days after NTP.
 - o Substantial completion 395 days after NTP.
 - o Final Completion 440 after NTP.
 - o Durations based on receipt of NTP prior to May 6, 2015.
- > Scope of work includes engineering services as performed by CGA.
 - The complete mechanical, electrical, structural and process designs as it pertains to the specific items as a REPLACEMENT project, not a plant redesign. This includes aiding in the FDEP notice or FDEP minor permit modification, building permits as related to our work.
 - o Architectural renderings are not required and not included in this proposal.
 - o Wetland mitigation or delineation is not required and not included in this proposal.
 - The project is a plant rehabilitation project with equipment replacement and refurbishment. Surveying and site plan approval for building department are excluded.
- > Proposal based on the absence of lead paint and asbestos. If asbestos and/or lead paint surveys are required, they will be provided by PBCWUD.
- Pricing is based on the information provided by PBCWUD that lead paint is not present at the Pahokee WWTP.
- > At this time, we do not anticipate geotechnical reports will be required. PBCWUD provide geotechnical reports in the area if required for design and/or construction.
- > Proposal based on connecting to existing plant power for temporary power for construction. We have not included any utility fees for water, sewer or power.
- > Removal, disposal, or handling of hazardous or contaminated waste is specifically excluded from the scope of this project and the proposal.
 - o Pricing is based on returning sludge residual in the bottom of the treatment unit and clarifiers to the headworks or alternate digester via temporary pumping.
- Costs for a performance and payment bonds or public construction bond as outlined in previous PBC-Cardinal Contract is included. (We do not have an executed agreement at the time of pricing this proposal, therefore, we exclude any bond costs we are not aware of at the time of the pricing of this proposal).
- We exclude any independent testing or inspections for any other purposes than those stated below.
 - o We include Concrete cylinders molded by our personnel.
 - We include soil density testing.
 - Option/alternate pricing included for NACE inspections.
- > Permitting fees to be paid by PBCWUD. We include efforts and the plans to obtain building permits only.
- > O&M manuals for the headworks screening equipment are included.
- > We include standard construction housekeeping and one final clean up at the end of construction.
- Material selection and repair recommendations are based on a 5-10 year anticipated life cycle.

PBCWUD will make available all existing Record Drawings of the Pahokee WWTP in PDF and AutoCAD format (if originally provided in AutoCAD format).

Division 2 Earthwork

We include sodding disturbed work areas. We have excluded any maintenance or watering of the grass or landscaping items.

We have excluded landscaping, site berms etc.

No existing Utilities are to be relocated.

We have not included any temporary fencing on the property.

Sludge and Grit Removal at tanks:

Based on the photos provided from the recent rehabilitation, we do not anticipate significant amounts of grit or rags, therefore, our proposal is based on pumping of all sludge back to the headworks or the digester for the Treatment Unit and the Clarifiers. Cardinal will coordinate flow rates to minimize any operational impacts to the plant.

Offsite disposal of rags and grit is not included in our scope of work and is not anticipated based

on photos and information provided by operations staff.

Division 3 Concrete

We exclude any ThroroSeal or equivalent coating on the concrete. (See Div 9) Waterstop for concrete is to be bentonite type, PVC type or equal to facilitate construction.

- Non-Shrink grout is to be standard construction grade. We exclude any special non-shrink or epoxy grouts except at walkway repair.
- Concrete repair at the walkway connection to the abandoned Headworks Structure

Division 4 Masonry

> None required.

Division 5 Metals

- Repair/modification of clarifier suction pipes/draw tubes not included.
- Handrail: replacement or repair not required/included.
- Grating: replacement or repair not required/included.

Embeds are not required for any new concrete.

Replacement of scum baffles and weir plates are not included. Repairs to damaged weir plates in the clarifier is included.

Division 6 Wood and plastics

None required.

Division 7 Thermal and moisture protection

None required.

Division 8 Doors & Windows

None required.

Painting of Tank walls limited to top of wall to 2' below LWL.

- Painting of Tank walls complete 210 degree Digester in Walker Treatment Unit.
- Painting of clarifier mechanisms and walkway (not including rail and grating).

Painting of piping outside of the tanks is excluded.

- We include labeling of the effluent piping and matching the owner's color code for piping.
- We include labeling of the influent piping above grade at the new headworks structure and matching the owner's color code for piping.

We exclude coating of the floors.

Surface prep and apply 16-20 mils DFT of Tnemec 446 at the described locations within the clarifiers and the package plant. Apply standard epoxy paint at 4-6 mils DFT and 3-5 mil DFT polyurethane topcoat at bridges, drive, motors, and yard piping.

- > Color selections for all materials will be from manufacturer's standards. We excluded any costs for special order colors.
- Exterior and architectural painting excluded except at effluent piping supports.

Division 10 Special Building Construction

Not required.

Division 11 Process Equipment

- > Screening equipment to be perforated plate with all stainless steel construction.
- > Optional pricing provided for replacement of the existing manual screen with a perforated plate screen.
- > Equipment includes a wash press compactor and associated control panel.

Division 12 Special Construction

- > Fire extinguishers/fire suppression system are not included in the scope of work.
- > We include a factory startup of the walker unit as it pertains to proper startup and certification of the equipment. We anticipate minimal aide in the startup process of the facility.
- We exclude chemicals for start-up or operation.
- We exclude any work associated with seeding the new facilities including pumping, and or sludge hauling.

Division 13 Instrumentation

- Scope of work is limited to installation of new level instruments for screening equipment, new control panel for screening equipment, coordination of signals into existing plant SCADA.
- > SCADA programming and HMI programming as it pertains to the upgrade of the screening equipment.
- > Design-Build Entity will make use of existing PLC digital and analog inputs for barscreen and compactor run and fail status as well as upstream and downstream barscreen levels.

Division 14 Conveying systems

Not required.

Division 15 Mechanical Systems

Piping systems

- o Ductile iron to be minimum pressure class with compact fittings. Piping associated with effluent line is epoxy lined DIP with Neoprene or EPDM gaskets.
- Ductile Iron pipe coatings systems are per manufacturer's standard epoxy lined (Protecto 401 or AWWA approved equal).
- Standard carbon steel flange packs and MJ accessories are included except in or above water where SS will be provided.
- We exclude any Stainless steel piping.

Division 16 Electrical Systems

- > We exclude any stand-by power, utility fees and usage charges for permanent or temporary power.
- > We exclude any relocation of existing utilities.
- > Explosion proof panels and fittings are not included for the Headworks based on the open facility/outdoor exposure.
- New screening equipment control panel(s) shall be NEMA 4x. The number and size of control panels have not yet been determined.
- > A/G grounding at Headworks to be replace with aluminum.
- > A/G conduits at Headworks shall be ridged aluminum.
- > New above grade grounding at Headworks shall be aluminum.
- > Existing raceways shall be utilized to connect new screening equipment.

COMPENSATION

Compensation for this Work Authorization shall not exceed the Guaranteed Maximum Price of \$1,977,954.58.

SBE PARTICIPATION

As described in General Provisions Section A.3 of the Contract, SBE participation is included in ATTACHMENT F under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE).

ATTACHMENT B

WORK AUTHORIZATION NO. 01 / GL03 Palm Beach County Water Utilities Department Optimization and Improvements Design Build Contract Project

Rates for Liquidated Damages

Substantial Construction Completion <u>395</u> Calendar Days after receipt of executed Work Authorization and notice to proceed.

Final Construction Completion 45 Calendar Days after Substantial Construction Completion

Liquidated damages will apply as follows: \$1000 per day past substantial completion date. \$500 per day past final completion date.

The parties hereby agree and acknowledge that County's actual damages in the event of delay would be difficult or impossible to ascertain and that the foregoing liquidated damages amount represents a liquidated sum of damages agreed upon by the parties as a measure of damages in the event of such delay and not as a penalty.

ATTACHMENT C

WORK AUTHORIZATION NO. 1

Palm Beach County Water Utilities Department

Water, Wastewater & Reclaimed Water Services Design-Build Contract

PUBLIC CONSTRUCTION BOND

BOND NUMBER:

Federal 82335603 / Western 929606572

BOND AMOUNT:

\$1,977,954.58

CONTRACT AMOUNT:

\$1,977,954.58

CONTRACTOR'S NAME:

Cardinal Contractors, Inc.

CONTRACTOR'S ADDRESS:

10405 Technology Terrace Lakewood Ranch, FL 34211

CONTRACTOR'S PHONE:

(941) 377-8555

SURETY COMPANY:

Federal Insurance Company & Western Surety Company

SURETY'S ADDRESS:

Federal Insurance Company, Attn: Surety Department

15 Mountain View Road, Warren, NJ 07059

Western Surety Company, Attn: Surety Department

555 Mission Street, Suite 200, San Francisco, CA 94105

OWNER'S NAME:

PALM BEACH COUNTY

OWNER'S ADDRESS:

8100 Forest Hill Boulevard (P. O. Box 16097) .

West Palm Beach, FL 33413

OWNER'S PHONE:

(561) 493-6000

DESCRIPTION OF WORK:

Rehabilitation of GUA Pahokee WWTP primary clarifier, secondary

clarifiers (2) and packaged treatment unit; headworks equipment

replacement; and ancillary electrical and piping work.

PROJECT LOCATION:

GUA Pahokee WWTP

LEGAL DESCRIPTION:

PCN# 48-37-42-19-00-000-7040

Address:

1001 Rim Canal Road

Pahokee, FL 33476

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$1,977,954.58)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _______, 20<u>15</u>, entered into a contract with the County for

Project Name: GL-03 Pahokee WWTP Improvements Project

Project No.: WUD 15-010

Project Description: Rehabilitation of GUA Pahokee WWTP primary clarifier,

secondary clarifiers (2) and packaged treatment unit; headworks equipment replacement; and ancillary electrical and piping work.

Project Location:

GUA Pahokee WWTP, 1001 Rim Canal Road, Pahokee, FL

33476, PCN 48-37-42-19-00-000-7040.

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department

Location of Firm: 8100 Forest Hill Blvd.

Phone: (561) 493-6000

Fax: (561) 493-

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated _______, 20_15, between Principal and County for the design and construction of <u>GL03 Pahokee WWTP Improvements Project</u>, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.
- 8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

BR	Cardinal Contractors, Inc.
Witness	Principal (Seal
Robin C. Wilson Assistant Secretary	Richard Holt
Print name Donna J. Thorne	Print name **Mulaud Holf Title Vice President
Witness	Federal Insurance Company & Western Surety Company
Donna J. Frowd Print name	Surety (Seal) Debbie L Weish Print name
	Attorney-in-Fact Title





Western Surety Company 555 Mission Street, Suite 200 San Francisco, CA 94105

CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, Warren, NJ 07059

Phone: (908) 903-3493 / Facsimile: (908) 903-3656

CO-SURETY

February 25, 2015

Palm Beach County

Re: Cardinal Contractors, Inc. / Bond Nos: Federal 82335603 and Western 929606572 GL-03 Pahokee WWTP Improvements

Palm Beach County has authorization to date the bonds.

Federal Insurance Company & Western Surety Company

Debbie L. Welsh, Attorney-in-Fact



Chubb Surety

POWER OF **ATTORNEY**

Federal Insurance Company Vigilant Insurance Company **Pacific Indemnity Company**

David B Mor

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato,

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15 day of May, 2014.

aralle Mull







STATE OF NEW JERSEY

County of Somerset

On this 15th day of May, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; Power of Attorney as Assistant Secretary of said Companies; and that the signature of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

WENDIE WALSH

State of New Jersey and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said

HOTARY PUBLIC EH 1

Notary Public, State of New Jersey No. 0054504 Commission Expires April 18, 2018

hendu hald

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

the foregoing extract of the By- Laws of the Companies is true and correct,

- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American (ii) Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

2015







IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903-3656

Form 15-10-02258- U GEN CONSENT (rev. 02-14)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna J Frowd, Michael Brophy Mc Gowan, Donna L Welsh, Susan J Mc Gowan, Debbie L Welsh, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of November, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha SS

On this 18th day of November, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires June 23, 2015	t character to the state of the	J. Mohr
	CERTIFICATE	J. Mohr, Notary Public
I, L. Nelson, Assistant	Secretary of WESTERN SURETY COMPANY do hereb	y certify that the Power of Attorney hereinabove set forth is still in
-	the By-Law of the corporation printed on the reverse here of the said corporation this day of	eof is still in force. In testimony whereof I have hereunto subscribed 2015.



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Form F4280-7-2012

Bond Nos: Federal 82335603 Western 929606572

ATTACHMENT D

WORK AUTHORIZATION NO. 1

Palm Beach County Water Utilities Department

Water, Wastewater & Reclaimed Water Services Design-Build Contract

FORM OF GUARANTEE

<u>Cardinal Contractors, Inc.,</u>
Project Name: GL-03 Pahokee WWTP Improvement County, Florida, will be constructed and bonded, the work constructed will fulfill the requirements of the We agree to repair or replace any or all of our work amaged in so doing, that may prove to be defective to be year from the date of Substantial Completion of all cach, State of Florida, without any expense whatsoeved tear and unusual abuse or neglect excepted by the carried through to completion.
and commence corrections of defective work within fively the Board of County Commissioners, Palm Beach hereby authorize Palm Beach County to proceed to expense and we will honor and pay the costs and the costs are considered.
SURETY
Richard Holt Vice President (Printed Name)
Debbie L. Welsh, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County ofMARIN		
On <u>February 19, 2015</u>		na J. Frowd, Notary Public ert name and title of the officer)
personally appeared	Debbie L. Welsh	
his/her/their authorized capacity person(s), or the entity upon be	nent and acknowledged to y(i象象), and that by址ks/her. ehalf of which the person似	o be the person(s) whose name(s) is takes on the that the same in the same in the signature (s) on the instrument the set acted, executed the instrument.
paragraph is true and correct.	ERJURY under the laws o	of the State of California that the foregoing
WITNESS my hand and official	seal,	DONNA J. FROWD COMM. #2042838 NOTARY PUBLIC-CALIFORNIA MARIN COUNTY O O O O O O O O O O O O O
Signature Ama (Think (Sea	My Comm. Exp'res October 22, 2017



Chubb Surety

POWER OF **ATTORNEY**

Federal Insurance Company Vigilant Insurance Company **Pacific Indemnity Company**

David B Nomi

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato,

each as their true and lawful Attomey- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any

instruments amending or altering the same, and consents to the modification or alteration of any Instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2014.

Dury Chlora







STATE OF NEW JERSEY

County of Somerset

On this 15th day of **May, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals On this 15th and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genular improviding of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

WENDIE WALSH

WENDIE WALSH

WENDIE WALSH

WENDIE WALSH

WENDIE WALSH

WENDIE WALSH

HOTARY PUBLIC EH

Notary Public, State of New Jersey No. 0054504 Commission Expires April 18, 2018

hendu hald

Notary Public

CERTIFICATION

Extract from the By- Laws of REDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

the foregoing extract of the By- Laws of the Companies is true and correct,

the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American (ii) Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and

the foregoing Power of Attorney is true, correct and in full force and effect. (ivi)

Given under my hand and seals of said Companies at Warren, NJ this $\,\,$ February $\,19$, $\,\,$ $\,2015$



IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Form 15-10- 0225B- U GEN CONSENT (rev. 02-14)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Susan J Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of August, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice Presiden

State of South Dakota County of Minnehaha SS

On this 7th day of August, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires	\$ 19 19 19 19 19 19 19 19 19 19 19 19 19			
111y commission expires	₹ J. MOHR 💃		•	
	NOTARY PUBLIC			
June 23, 2015	SEAL SOUTH DAKOTA SEAL	0.7.0		
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	ى ئىلىرى دىرى دىرى دىرى دىرى دىرى دى	(6/1/	own	
		7	J. Mohr, Notary Publ	ic
	CERTIFICATE	•		

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this <u>19th</u> day of <u>February</u>, <u>2015</u>.



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

Form F4280-7-2012

ATTACHMENT E

WORK AUTHORIZATION NO. 01 Palm Beach County Water Utilities Department Optimization and Improvements Design Build Contract Project

Work Authorization Cost Schedule

(Provide breakdown of materials, labor and subcontractors)

Design-Build Takeoff Worksheet Project Name: GLO3 - Pahokee Wastewater Treatment Plant Improvements Project No.: WUD 15-010 Work Authorization No. 1

Division	December 2	0					
<u>Division</u> 1	<u>Description</u> General Requirements	Quantity	<u>Unit</u>	<u>Unt Price</u>	Extended Cost	Markup	Extended Price
	Field Labor/Journeyman	327	Hours	\$32.00	\$10,464.00	20.00%	\$12,556.80
	Foreman	117	Hours	\$43.00	\$5,031.00	20.00%	\$6,037.20
	Superintendant	1232	Hours	\$72.00	\$88,704.00	20.00%	\$106,444.80
	Assistant PM	25	Hours	\$43.00	\$1,075.00	20.00%	\$1,290.00
	Project Manger II	1112	Hours	\$83.00	\$92,296.00	20.00%	\$110,755.20
	Project Manager I	88	Hours	\$100.00	\$8,800.00	20.00%	\$10,560.00
	Construction Manager	176	Hours	\$152.00	\$26,752.00	20.00%	\$32,102.40
	Purchase Office Supplies	6	Month	\$75.00	\$450.00	15%	\$517.50
	Mobilization/Demobilization	1	Lump	\$15,553.90	\$15,553.90	15%	\$17,886.98
	Equipment Hauling	1	Lump	\$1,890.38	\$1,890.38	15%	\$2,173.94
	Plans	1	Lump	\$100.00	\$100.00	15%	\$115.00
	Punchlist	4	Days	\$532.50	\$2,130.00	15%	\$2,449.50
	Safety Equipment	1	Lump	\$1,550.00	\$1,550.00	15%	\$1,782.50
	Project Sign	1	Lump	\$532.50	\$532.50	15%	. \$612.38
	Small Tools & Supplies	4000	Lump	\$2.3217	\$9,286.80	15%	\$10,679.82
	Telephones & Internet	9	Month	\$275.00	\$2,475.00	15%	\$2,846.25
	Travel	1	Month	\$5,397.00	\$5,397.00	15%	\$6,206.55
	Drinking Water	9	Month	\$125.00	\$1,125.00	15%	\$1,293.75
	Storage Trailers	9	Month	\$632.50	\$5,692.50	15%	\$6,546.38
	Subsistance	6	Month	\$440.00	\$2,640.00	15%	\$3,036.00
	Insurances	1	Lump	\$29,300.00	\$29,300.00	0%	\$29,300.00
	Backhoe	6	Month	\$1,924.38	\$11,546.28	0%	\$11,546.28
	Air Compressor	2	Month	\$1,182.43	\$2,364.86	0%	\$2,364.86
	Dumpsters	6	Month	\$400.00	\$2,400.00	0%	\$2,400.00
	Sanitary Facilities	9	Month	\$182.22		0%	
	Photographs	1	Lump	\$900.00	\$1,639.98 \$900.00	10%	\$1,639.98 \$990.00
	Temporary Power Hookup/Generators	1	Lump	\$1,500.00	\$1,500.00	10%	\$990.00 \$1,650.00
	Scheduling	56	Hours	\$180.00	\$10,080.00	10%	
	Courier	9	Month	\$64.95			\$11,088.00
	Courier	3	Month	\$64.95	\$584.55	10%	\$643.01
						Total Division 1	\$397,515.06
2	Site Utilities					1010.010.011.2	γ357 <i>β</i> 25300
	Field Labor/Journeyman	732	Hours	\$32.00	\$23,424.00	20.00%	\$28,108.80
	Foreman	244	Hours	\$43.00	\$10,492.00	20.00%	\$12,590.40
	Diesel	500	Gal	\$4.26	\$2,130.00	15%	\$2,449.50
	Pump Delivery/Pickup	8	Ea	\$340.80	\$2,726.40	15%	\$3,135.36
	Crane/Boom Truck	32	Hours	\$150.00	\$4,800.00	0%	\$4,800.00
	3" Trash Pump	176	Hours	\$4.38	\$770.88	0%	\$770.88
	6" Self Prime Pump	22	Days	\$356.86	\$7,850.92	0%	\$7,850.92
	Vacuum Truck	24	Hours	\$250.00	\$6,000.00	10%	\$6,600.00
	Sodding	10000	sf	\$0.30	\$3,000.00	10%	\$3,300.00
						Total Division 2	450 507 05
3	Concrete					Total Division 2	\$69,605.86
	Field Labor/Journeyman	191.74	Hours	\$32.00	\$6,135.68	20.00%	\$7,362.82
	Foreman	63.91	Hours	\$43.00	\$2,748.13	20.00%	\$3,297.76
	Misc Formwork	24	sf	\$2.13	\$51.12	15%	\$58.79
	Reinforcing Steel	0.13	tons	\$1,011.77	\$131.53	15%	\$151.26
	Drill & Dowel w/ Epoxy	60	Each	\$35.15	\$2,109.00	15%	\$2,425.35
	Miscellaneous Concrete (incl fee/short load)	1	су	\$788.10	\$788,10	15%	\$906.32
	Mortar Repair Grout	96	sf	\$2.22	\$213.12	15%	\$245.09
	Epoxy Repair Grout	1	ls .	\$181.05	\$181.05	15%	\$208.21
	Chipping Hammer	2	Days	\$30.39	\$60.78	0%	\$60.78
	Coating Repairs - Channel 1	1	Lump	\$2,500.00	\$2,500.00	10%	\$2,750.00
	Coating Repairs - Channel 2	1	Lump	\$2,500.00	\$2,500.00	10%	\$2,750.00
	Place Misc Concrete	1	су	\$238.35	\$238.35	10%	\$262.19
			•	,	720000	Total Division 3	\$20,478.55
4	Masonry						72U,410.33
	Labor with burden (list by title)	0			\$0.00	20.00%	\$0.00
	Material with tax (Attach Quotes*)	0			\$0.00	15%	\$0.00
	Equipment	0			\$0.00	10%	\$0.00
	Sub-Contracts (Attach Quotes*)	0			\$0.00	10%	\$0.00
						Total Division 4	\$0.00
5	Na-a-I-						40.50
,	Metals			633.00	*	20.00%	\$33,638.40
,	Field Labor/Journeyman	876	Hours	\$32.00	528,032,00		
,		876 548	Hours Hours	\$32.00 \$43.00	\$28,032.00 \$23,564.00		
,	Field Labor/Journeyman				\$23,564.00	20,00%	\$28,276.80
3	Field Labor/Journeyman Foreman	548	Hours	\$43.00	\$23,564.00 \$42,111.32	20,00% 15%	\$28,276.80 \$48,428,02
3	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs	548 1	Hours Lump	\$43.00 \$42,111.32	\$23,564.00 \$42,111.32 \$26,400.00	20.00% 15% 0%	\$28,276.80 \$48,428.02 \$26,400.00
	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services	548 1 22	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32	20,00% 15%	\$28,276.80 \$48,428,02
6	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics	548 1 22 160	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00	20.00% 15% 0% 10% Total Division 5	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22
	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title)	548 1 22 160	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00	20.00% 15% 0% 10% Total Division 5	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00
	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*)	548 1 22 160 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00%	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00
	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment	548 1 22 160	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10%	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00
	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*)	548 1 22 160 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10%	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00 \$0.00
6	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment Sub-Contracts (Attach Quotes*)	548 1 22 160 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10%	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00
	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment	548 1 22 160 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10% 10% Total Division 6	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00 \$0.00
6	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment Sub-Contracts (Attach Quotes*) Thermal and Molsture Protection Labor with burden (list by title)	548 1 22 160 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10% 10% Total Division 6	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
6	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment Sub-Contracts (Attach Quotes*) Thermal and Molsture Protection	548 1 22 160 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10% Total Division 6	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
6	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment Sub-Contracts (Attach Quotes*) Thermal and Moisture Protection Labor with burden (list by title) Material with tax (Attach Quotes*)	548 1 22 160 0 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10% Total Division 6 20.00% 15% 10%	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
6	Field Labor/Journeyman Foreman Misc Materials & Materials for Metal Repairs Crane Service Welding Services Wood and Plastics Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment Sub-Contracts (Attach Quotes*) Thermal and Moisture Protection Labor with burden (list by title) Material with tax (Attach Quotes*) Equipment	548 1 22 160 0 0 0	Hours Lump Days	\$43.00 \$42,111.32 \$1,200.00	\$23,564.00 \$42,111.32 \$26,400.00 \$23,200.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	20.00% 15% 0% 10% Total Division 5 20.00% 15% 10% Total Division 6	\$28,276.80 \$48,428.02 \$26,400.00 \$25,520.00 \$162,263.22 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

_						Total Division 7	\$0.00
8	Windows and Doors Labor with burden (list by title)	0			ėn an	20.00%	\$0.00
	Material with tax (Attach Quotes*)	0			\$0.00	20.00%	\$0.00
					\$0.00	15%	\$0.00
	Equipment	0			\$0.00	10%	\$0.00
	Sub-Contracts (Attach Quotes*)				\$0.00	10%	\$0.00
9	Finishes					Total Division 8	\$0.00
•	Labor with burden (list by title)	0			\$0.00	20.00%	\$0.00
	Material with tax	0			\$0.00	15%	\$0.00
	Equipment	0			\$0.00	10%	\$0.00
	Painting Subcontractor	1	Lump		\$243,791.00	10%	\$268,170.10
	NACE Inspections	30	EA	\$1,000.00	\$30,000.00	0%	\$30,000.00
	11102110		Lit	71,000.00	\$50,000.00	Total Division 9	\$298,170.10
10	Specialties					Total Division 5	Q230,170.10
	Labor with burden (list by title)	0			\$0.00	20.00%	\$0.00
	Material with tax (Attach Quotes*)	0			\$0.00	15%	\$0.00
	Equipment	0			\$0.00	0%	\$0.00
	Sub-Contracts (Attach Quotes*)					10%	\$0.00
						Total Division 10	\$0.00
11	Equipment					7	
	Field Labor/Journeyman	583.2	Hours	\$32.00	\$18,662.40	20.00%	\$22,394.88
	Foreman	274.4	Hours	\$43.00	\$11,799.20	20.00%	\$14,159.04
	Miscellaneous Materials	1	Lump	\$2,417.56	\$2,417.56	15%	\$2,780.19
	Refurbish Drive Units	3	Each	\$11,500.00	\$34,500.00	15%	\$39,675.00
	Refurbish Walker Drive Unit & Center Bearing	1	Lump	\$35,313.54	\$35,313.54	15%	\$40,610.58
	Crane Service	36	Hours	\$180.00	\$6,480.00	0%	\$6,480.00
	Crane Service (delivery/pickup)	5	Each	\$495.00	\$2,475.00	0%	\$2,475.00
	Transport Drive Units	4	Hours	\$74.00	\$296.00	10%	\$325.60
	Welding Services	2	Hours	\$145.00	\$290.00	10%	\$319.00
	Furnish & Install Headworks Screens				\$536,000.00	10%	\$589,600.00
						Total Division 11	\$718,819.29
12	Furnishings						
	Labor with burden (list by title)	0			\$0.00	20.00%	\$0.00
	Material with tax (Attach Quotes*)	0			\$0.00	15%	\$0.00
	Equipment	0			\$0.00	0%	\$0.00
	Sub-Contracts (Attach Quotes*)				\$0.00	10%	\$0.00
						Total Division 12	\$0.00
13	Special Construction	0			40.00		
	Labor with burden (list by title)	0			\$0.00	20.00%	\$0.00
	Material with tax (Attach Quotes*)	0			\$0.00	15%	\$0.00
	Equipment	0			\$0.00	0%	\$0.00
	Sub-Contracts (Attach Quotes*)				\$0.00	10%	\$0.00
14	Communica Contama					Total Division 13	\$0.00
14	Conveying Systems Labor with burden (list by title)	0			¢o oo	20.005/	40.00
	Material with tax (Attach Quotes*)	0			\$0.00	20.00%	\$0.00
	Equipment	0			\$0.00	15%	\$0.00
	Sub-Contracts (Attach Quotes)	U			\$0.00	0%	\$0.00
	Sub-contracts (Attach Quotes)				\$0.00	10%	\$0.00
15	Mechanical					Total Division 14	\$0.00
	Field Labor/Journeyman	242.25	Hours	\$32.00	\$7,752.00	20.00%	\$9,302,40
	Foreman	80.75	Hours	\$43.00	\$3,472.25	20.00%	\$4,166.70
	DIP - FM to Grit Box & Grit Box to TU	90	lf	\$153.66	\$13,829.40	15%	\$15,903.81
	Washwater Piping to Screen & Compactor	1	Lump	\$5,569.95	\$5,569.95	15%	\$6,405.44
	22T Boom Truck	5	Days	\$1,200.00	\$6,000.00	0%	
	Sub-Contracts (Attach Quotes)	•	50,5	71,200.00	\$0.00	10%	\$6,000.00
	,				φ0.00	Total Division 15	\$0.00 \$41,778.35
16	Electrical						24x,110.33
	Foreman	24	Hours	\$43.00	\$1,032.00	20.00%	\$1,238.40
	LOTO tags/materials	1	Lump	\$65.00	\$65.00	15%	\$74.75
	Equipment	0 .	Days		\$0.00	0%	\$0.00
	Sub-Contracts (Attach Quotes*)		•		\$56,200.00	10%	\$61,820.00
	·				700,200,00	Total Division 16	\$63,133.15
							703,133,13
						Total Divisions 1 to 16	\$1,771,763.58
	* - All quotes provided should be broken down to a	naranriata suantitu/!*	and male color and Mark	and and Decited and March and 1		Bonds and Guarantee	\$21,191.00
	* - All quotes provided should be broken down to a provided multiple quotes when required (Section 1)	berobriare draumith\number	and unit price, and the Di	esign bulla entity should		Builders Risk Insurance	,,
	brosses marghe droves milett tedriter (Section 1)	J.C.+J.				Total Construction	\$1,792,954.58
						Total Engineering	\$185,000.00
						Total Design-Build	\$1,977,954.58
							+ ~, ~ · , ~ · , ~ · · . · ·

Engineering Fees

Project Name: GL03 - Pahokee Wastewater Treatment Plant Improvements

Project No.: WUD 15-010 Work Authorization No. 1

1	ahor	Classification	and Houri	v Rates

		Associate,	Director,				<u>CADD</u>	CADD	Senior				Utility		
Task		Engineering	Engineering	<u>Project</u>	Project		<u>Technician</u>	<u>Technician</u>	Registered	Registered		Soft Dig (per	Locates (per		
Number	Task Description	<u>(VI)</u>	<u>(V)</u>	Manager (IV)	Engineer (III)	Engineer (II)	(Eng)	(Survey)	Surveyor	Surveyor	Survey Crew	<u>hole)</u>	<u>hour)</u>	Subconsultant	<u>Subtotal</u>
1	Data Collection	2	2	92	0	0	0	0	0	0	0	0	0	\$2,724.80	\$17,254.80
2	60% Design	5	5	171	24	0	0	0	0	0	0	0	0	\$16,068.00	\$46,663.00
3	90% Design / Permit Set	0	3	120	0	18	16	0	0	0	0	0	0	\$12,885.60	\$34,910.60
4	100% Design (N/A)	0	0	0	0	0	0	0	o	0	0	0	0	\$0.00	\$0.00
5	Pre-Construction	0	0	108	4	50	0	0	0	0	0	0	0	\$7,633.60	\$29,853.60
6	Construction	0	0	201	0	28	0	0	0	0	0	0	0	\$7,529.60	\$40,759.60
7	Record Drawings/Closeout	0	0	78.7493	0	22	0	0	0	0	0	0	0	\$1,326.00	\$15,558.40
	Labor Subtotal Hours	7	10	770.7493	28	118	16	0	0	0	0	0	0		\$185,000.00
1	Labor Raw Costs	\$63.33	\$58.33	\$50.00	\$43.33	\$36.67	\$31.67	\$31.67	\$48.33	\$43.33	\$45.00	\$160.00	\$68.33		
1	Labor Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
	Labor with Mutiplier	\$190.00	\$175.00	\$150.00	\$130.00	\$110.00	\$95.00	\$95.00	\$145.00	\$130.00	\$135.00	\$480.00	\$205.00		
1	Labor Total	\$1,330.00	\$1,750.00	\$115,612.40	\$3,640.00	\$12,980.00	\$1,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$136,832.40
	Subconsultant Total													\$48,167.60	\$48,167.60
İ	Subtotal Labor + Subconsultant														\$185,000.00
	Reimbursable Expenses														\$0.00
	Total Engineering Fees														\$185,000.00
1															

 Subconsultant List
 Amount

 Hillers
 \$48,167.60

 #2 (not used)
 \$0.00

 #3 (not used)
 \$0.00

 Subconsultant Total
 \$48,167.60

ATTACHMENT F SBE Schedules 1 and 2

SCHFPULE 1 LIST OF PROPOSED SB._-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Pahokee Wastewater Treatment Plant Improvements

PROJECT NO. OR BID NO.: WUD 15-010

NAME OF PRIME BIDDER: Cardinal Contractors, Inc. ADDRESS: 560 Village Boulevard, Suite 340, West Palm Beach, Florida 33409

CONTACT PERSON: Michael Brandao

PHONE NO.:561-807-6926 FAX NO.:954-587-0563

BID OPENING DATE: n/a

USER DEPARTMENT: Water Utilities Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE'S ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

	(Check one or both Cate	gories)					
	M/WBI	SBE	DC	OLLAR AMOUNT	Γ AND/OR PERCE	NTAGE OF WOR	<u>K</u>
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specif
Energy Efficient Electric, Inc. 1600 Mercer Ave., Unit 6 West Palm Beach, FL 33401			de la la companie de	A A A A A A A A A A A A A A A A A A A		. \$56,200.00	and an anti-state of the state
(561) 655-7211							
R2T, Inc. 1201 US Highway I, Suite #220 North Palm Beach, Fl 33408	\boxtimes	\boxtimes	<u>\$536,000.00</u>		<u>\$536,000.00</u>		
Henderson's Sani-Service Systems, Inc. 257 SE Dr. Martin Luther King Jr. Blvd E Belle Glade, FL 33430						. \$1,986.00 .	
ease use additional sheets if necessary)		Total	\$ 536,000,00		\$536,000.00	. \$58,186.00	
l Bid Price <u>\$ 1, 977, 954</u> .58	Total SBE-M/WBE Participati				n next page		
reby certify that the above information accurate t	o the best of my knowledge:	Mrchae Signature	1 Br-	- doo	Division	MANAGER Title	
TE: 1. The amount listed on this form	n for a SBE-M/WBE Prime or	Subcontractor mu	ist be supported by	price or percentag	e listed on the signed	Schedule 2 or sign	ed proposal in c

r to be counted toward goal attainment.

Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.

M/WBE information is being collected for tracking purposes only.

SCHEDULE 1 LIST OF PROPOSED SB_-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Pahokee Wastewater Treatment Plant Improvements

PROJECT NO. OR BID NO.: WUD 15-010

counted toward goal attainment.

M/WBE information is being collected for tracking purposes only.

appropriate category.

3.

NAME OF PRIME BIDDER: Cardinal Contractors, Inc. ADDRESS: 560 Village Boulevard, Suite 340, West Palm Beach, Florida 33409

CONTACT PERSON: Michael Brandao

PHONE NO.:561-807-6926 FAX NO.:954-587-0563

BID OPENING DATE: n/a

USER DEPARTMENT: Water Utilities Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE'S ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

	(Check one or both Cate	egories)					
	M/WB	E SBE	DC	LLAR AMOUNT	AND/OR PERCE	NTAGE OF WOR	<u>kK</u>
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Hillers Electrical Engineering, Inc.	en e	paragram and an analysis of the second secon	And the second s	Managara (emiliare descriptor)		graph as they drow. There is a harmouth a challent to constant the hast engli than 1849 to	augsjonners uten frensk i grekke klim til lide til het 4 juny – unt a 24 mil
23257 State Road 7,Suite 100	\triangleright	\boxtimes		\$ 48,167.60			
Boca Raton, FL 33428							
(561) 451-9165							
		\boxtimes					
	· ·	4					
		\boxtimes			A	No.	
ease use additional sheets if necessary)		Total	\$ 536,000.00	\$ 48,167.60	\$ 536,000.00	\$ 58,186.00	40.00
1 Bid Price <u>\$ 1,977,954.5</u> 6	Total SBE-M/WBE Participa	tion Dollar Amount :	and/or Percentage of	Work <u>\$ \$642,3</u>	53,60		
			1			•	
reby certify that the above information accura	ite to the best of my knowledge:	Mo do .	ul B.	ndoro	1)111510	IN MANAGER	
	orm for a SBE-M/WBE Prime o					Title	

Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by <u>ALL</u> SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: <u>WUD 15-010</u> PROJECT NAME: <u>Pahokee Wastewater Treatement Plant Improvements</u>

	Contractors, Inc. Prime Bidder)						
The undersign	ed is certified by Pali	n Beach County	as a - (checl	c one or more,	, as applica	ble):	
Small Business	s Enterprise <u>x</u>		Min	ority Business	Enterpriso	c	-
Black	Hispanic	Women	Caucas	ian	_ Other (P	lease Specify)	
Date of Palm E	Beach County Certific	cation: <u>Septemb</u>	ber 4, 2012 t	o September 3	, 2015		
The undersigne May Be Used /	ed is prepared to perf As Necessary	orm the followir	ng described	work in conne	ection with	the above projec	t. Additional Sheets
Line Item/ Lot No. 100 110 300 400 500	Item Description Electrical Work Electrical Work Electrical Work Electrical Work Electrical Work	- add alternate - Treatment U - Secondary C	nit Clarifiers	Qty/Units 1/LS 1/LS 1/LS 1/LS 1/LS 1/LS		Unit Price \$36,000 \$15,000 \$ 1,300 \$ 2,600 \$ 1,300	Total Price/ Percentage \$36,000 \$15,000 \$ 1,300 \$ 2,600 \$ 1,300
at the following	g price or percentage	\$ 56,200.00	(SBE Pri	ne or Subcont	tractor's Q	uote)	
and will enter i	nto a formal agreeme	ent for work with	n you contin	gent upon you	r execution	of a contract wit	ih Palm Beach County.
	l intends to sub-sub name of that subcor				ified SBE	-M/WBE or a no	n-SBE subcontractor,
Price or Perce	ntage		_				
work force. Ti	ic undersigned SBE-	M/WBE Prime	or SBE-M/	WBE subcont	ractor affii	rms that it has the	ne work with their own cresources necessary to tractors except as noted
	ed subcontractor und ations to other bidder		provision o	f this form to	Prime Bid	der does not prev	vent Subcontractor from
				Ener	. T	icient Elec Print name o BBE-M/WBE Con	f
				Ву:́)[) (Signature)	
				Ren	e Viau	, Vice Pres	ident
				p	rint name/	title of person exe of SBE-M/WI	
				Date: _	Febr	ruary 2, 20	15

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by <u>ALL</u> SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 15-010 PROJECT NAME: Pahokee W	astewater Treatment Plant Improvements
TO: <u>Cardinal Contractors, Inc.</u> (Name of Prime Bidder)	,
The undersigned is certified by Palm Beach County as a - (check one	or more, as applicable):
Small Business Enterprise X Minority	Business Enterprise X
$Black \underline{\hspace{1cm} X \hspace{1cm}} \hspace{1cm} Hispanic \underline{\hspace{1cm} Women} \underline{\hspace{1cm} X \hspace{1cm}} Caucasian \underline{\hspace{1cm}}$	Other (Please Specify)
Date of Palm Beach County Certification: October 8, 20	013
The undersigned is prepared to perform the following described work May Be Used As Necessary	c in connection with the above project. Additional Sheets
1 Furnish & Install Screen #1 1 / Lu	/Units Unit Price Percentage \$286,000 ump Sum \$250,000
at the following price or percentage \$\$536,000.00 (SBE Prime of	r Subcontractor's Quote)
and will enter into a formal agreement for work with you contingent	upon your execution of a contract with Palm Beach County.
If undersigned intends to sub-subcontract any portion of this job please list the name of that subcontractor and the amount below.	
Price or Percentage \$0.00	
The Prime affirms that it will monitor the SBE-M/WBE listed to ensure force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcothe work listed without subcontracting to a non-certified SBE or any	ontractor affirms that it has the resources necessary to perform
The undersigned subcontractor understands that the provision of thi providing quotations to other bidders.	s form to Prime Bidder does not prevent Subcontractor from
	R2T, Inc.
	Print name of SBE-M/VBEA/SAMPABYGeorge Aly DN: cn=George Aly, o=R2T, ou=R2T, email=george.aly@r2tinc.com, c=US Date: 2015.02.04 16:14:11-05'00'
	(Signature)
	George Ajy, P.E.
	Print name/title of person executing on behalf of SBE-M/WBE
	Date: 2 4 2015

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by <u>ALL</u> SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 19-010 PROJECT NAME: RAHRKEEKENT WAS 15 WATER AND AND INFORMATION OF THE PROJECT NAME.

us nunciziño	Still is edititled by 1 mill perceit comod .	as a - (check one or more, as ap	t treasure).	
mail Business	s Enterprise	Minority Business Enter	prise	
12-	Hispania Wonten	Caucasian Oil	er (Please Specify)	,
ate of Palm I	Beach County Certification: 3 - c	19-2913 4	<u> </u>	2010
he undersien	ned is prepared to perform the followin	g described work in connection	with the above project	a. Additional Sheets
Aay Be Used	As Nocessary			
_ine Item/		Or William	Unit Price	Total Price! Percentage
ot No.	Item Description	Qty/Units 6/140	80.00	6450.00
	PRETABLE TOILETS		125.00	750.00
3	DELIVEDY & SETUP (ITEMS 1 1	2) 2/14	8.00	40.00
Ц	DAMAGE WAIVER	2/EA 4/EA	175 r DUMP	700.00 + DUMP FEES
5	30 YO BOLL DIF		FEE	
a dse fallawi	ng price of percentage \$ 1,986.0	∞ (SBE Prime or Subcontract)	or's Quote)	
it u.e renow,	+ DUMP F	FEES		Sub Palm Benen County
and will enter	r into a formal agreement for work wit	th you contingent upon your ex	scattor of a contrast w	In I am beach obany.
		•		
	and a subspace and p	artion of this inh to a certifies	I SBE-M/WBE or a n	on-SBE subcontractor,
If undersign	ed intends to sub-subcontract any p	ortion of this job to a certified	I SBE-M/WBE or a n	on-SBE subcontractor,
please list th	ed intends to sub-subcontract any p le name of that subcontractor and th	ortion of this job to a certified ne amount below.	I SBE-M/WBE or a n	ion-SBE subcentractor,
please list th Price or Per	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,936.00 + COMP F	ortion of this job to a certified ne amount below. EES	I SBE-M/WBE or a n	on-SBE subcentractor,
please list th Price or Per	ed intends to sub-subcontract any pose name of that subcontractor and the centage 1,986.00 + Compe	ortion of this job to a certified a camount below.	I SBE-M/WBE or a n	oon-SBE subcontractor, work with their own work
please list th Price or Per The Prime at	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,986.00 + Comp for the SBE-Millians that it will monitor the SBE-Millians that the same of t	cortion of this job to a certified the amount below. EES WBE listed to ensure the SBE-	I SBE-M/WBE or a n M/WBE perform the resou	non-SBE subcontractor, work with their own work irces necessary to perform
please list th Price or Per The Prime at	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,986.00 + Comp for the SBE-Millians that it will monitor the SBE-Millians that the same of t	cortion of this job to a certified the amount below. EES WBE listed to ensure the SBE-	I SBE-M/WBE or a n M/WBE perform the resou	work with their own work
please list the Price or Per The Prime of Force. The u the work list	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,986.00 + CVMP F. Firms that it will monitor the SBE-M. Indersigned SBE-M/WBE Prime or SI and without subcontracting to a non-ce	cortion of this job to a certified ne amount below. WBE listed to ensure the SBE- BE-NVWBE subcontractor affire this SBE or any other certified.	I SBE-M/WBE or a name. M/WBE perform the may that it has the resound SBE subcontractors.	work with their own work irces necessary to perform except as noted above.
please list the Price or Per the Prime of force. The undersite The undersite The undersite The undersite the work list.	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,986.00 + Comp P. Firms that it will monitor the SBE-Mindersigned SBE-M/WBE Prime or SI and without subcontracting to a non-center subcontractor understands that the	cortion of this job to a certified ne amount below. WBE listed to ensure the SBE- BE-NVWBE subcontractor affire this SBE or any other certified.	I SBE-M/WBE or a name. M/WBE perform the may that it has the resound SBE subcontractors.	work with their own work work necessary to perform except as noted above.
please list the Price or Per The Prime of Farce. The united the work list.	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,986.00 + CVMP F. Firms that it will monitor the SBE-M. Indersigned SBE-M/WBE Prime or SI and without subcontracting to a non-ce	cortion of this job to a certified ne amount below. WBE listed to ensure the SBE- BE-NVWBE subcontractor affire this SBE or any other certified.	I SBE-M/WBE or a name. M/WBE perform the may that it has the resound SBE subcontractors.	work with their own work irces necessary to perform except as noted above.
please list the Price or Per the Prime of force. The united the work list.	ted intends to sub-subcontract any page name of that subcontractor and the centage 1,986.00 + Comp P. Firms that it will monitor the SBE-Mindersigned SBE-M/WBE Prime or SI and without subcontracting to a non-center subcontractor understands that the	ortion of this job to a certified ne amount below. SES WBE listed to ensure the SBE-BE-MWBE subcontactor affirm tilled SBE or any other certified he provision of this form to 1're	I SBE-M/WBE or a m MAWBE perform the ms that it has the resoud SBE subcontractors me Bidder does not pr	work with their own work with their own work with their own work with their own work with the same of
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OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to complete properly Schedule 2 will result in your SBE participation not being counted.

PROJECT N	IUMBER: <u>WUD 15-010</u> P	ROJECT NAME: <u>Pohoke</u> e	Wastewater Treatment Plan	t Improvements	
	nal Contractors, Inc. lame of Prime Bidder)				
The undersig	ned is certified by Palm Beach County	as a - (check one or more	, as applicable):		
Small Busine	ess Enterprise X	Minority Busines	s Enterprise		
Black	Hispanic X Women	Caucasian	Other (Please Spe	cify)	
Date of Palm	Beach County Certification: 10/	17/2012			
The undersig Used As Nec	gned is prepared to perform the follow essary	ving described work in co	nnection with the above	project. Additional Sheets May	В
Line Item/ Lot No.	Item Description Elec. and I&C Services	Qty/Units	Unit Price \$28,693.60	Total Price/ Percentage \$28,693.60	
2 3	PLC Programming Alternate Screen	1	\$ 9,588.80 \$ 9,885.20	\$ 9,588,80 \$ 9,885.20	
at the followi	ng price or percentage \$48,167.60		(SBE Prime or Subc	ontractor's Quote)	
	r into a formal agreement for work with				
If undersign list the name Price or Pero The Prime af The undersig	ed intends to sub-subcontract any post of that subcontractor and the amou centage \$48,167.60 Tirms that it will monitor the SBE-M/ ned SBE-M/WBE Prime or SBE-M/V	ortion of this job to a cerent below. WBE listed to ensure the VBE subcontractor affirm.	tified SBE-M/WBE or a SBE-M/WBE perform that it has the resources	non-SBE subcontractor, please the work with their own work for	ce
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			Hillers Electrical E	ngineering, Inc.	
			(Print name of SBE-M)	WBE Company)	
			01		
		Ву:	(Signatu Paul Hillers, Pr		
		()	Print name/title of person of SBE-M/V 1/26/2015		
		Date:			

ATTACHMENT G

AUTHORIZATION STATUS REPORT

SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

Auth. No.	Description	Status	Project Total Amount	Date Approved	WUD No. Assigned	DB Entity Project No.
	CONSULTANT SERVICE AUTHORIZATIONS					
	Total CSA's		\$0.00			
	WORK AUTHORIZATIONS					
WA-1	GL03 Pahokee WWTP Improvements	pending	\$1,977,954.58		15-010	31501-0001
		-				-
			04.077.054.50			
	Total WA's		\$1,977,954.58			
	Total	l	\$1,977,954.58			

ATTACHMENT H

AUTHORIZATION STATUS REPORT

SUMMARY OF SBE / MINORITY BUSINESS TRACKING SYSTEM Consultant Services Authorizations and Work Authorizations

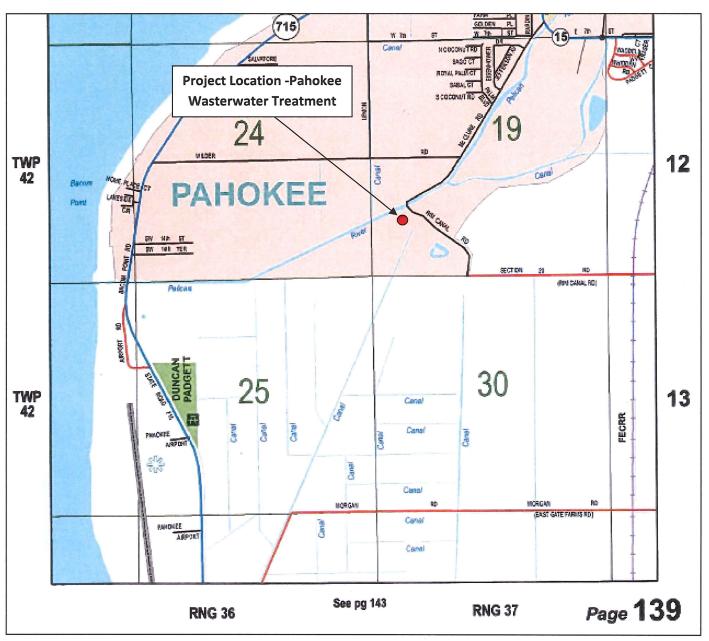
WORK AUTHORIZATION NO. 1 / GL-03

	Total	SBE
Current Proposal		
Value of Consultant Service Authorization	\$0.00	
Value of Work Authorization	\$1,977,954.58	
Value of Consultant Service & Work Authorizations	\$1,977,954.58	
Value of SBE Letters of Intent	\$642,353.60	\$642,353.60
Actual Percentage	32.47%	32.47%
Signed / Approved Authorizations		
Value of Consultant Service Authorizations	\$0.00	
Value of Work Authorizations	\$0.00	
Value of Consultant Service & Work Authorizations	\$0.00	
Total Value of SBE Signed Subcontracts	\$0.00	\$0.00
Actual Percentage	0.00%	0.00%
Signed / Approved Authorizations plus Current Proposal		
Value of Consultant Service Authorizations	\$0.00	
Value of Work Authorizations	\$1,977,954.58	
Value of Consultant Service & Work Authorizations	\$1,977,954.58	
Total Value of Subcontracts & Letters of Intent	\$642,353.60	\$642,353.60
Actual Percentage	32.47%	32.47%
GOAL	26.00%	

ATTACHMENT - I

Location Map

ATTACHMENT - I Location Map



WUD 15-010 GL03 – Pahokee Wastewater Treatment Plant Improvements

ATTACHMENT - J

Design-Build Criteria

Design Build Criteria GL03 – Pahokee Wastewater Treatment Plant Improvements Project No. WUD 15-010

Timothy J. Smith, P.E.
State of Florida Professional Engineer No. 62749



BUILDING A BETTER WORLD

Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413

Design Build Criteria Pahokee Wastewater Treatment Plant Improvements GL03 – Project No. WUD 15-010

Part 1 General

1.1 Summary of Work

A. **Project Background:** The proposed work to be performed by the Design-Build Entity generally includes furnishing all labor, equipment, materials, tools, supervision, and services required to design, construct, test, and startup the proposed work.

The Pahokee Wastewater Treatment Plant (WWTP) is an activated sludge wastewater treatment plant including a 0.50 mgd conventional activated sludge facility and a 0.70 mgd complete-mix Walker Modular Plant for a total permitted capacity of 1.2 mgd. The plant includes aerobic digestion, chlorine disinfection, and deep-well injection of treated effluent.

The plant flow is close to its permitted capacity. A recent business case evaluation (BCE) was conducted to assess the long-term options for the Glades. The BCE concluded that the Pahokee WWTP should be decommissioned within 5 years and the flows transferred to the Belle Glade WWTP. The following outlines the upgrades required to maintain the Pahokee plant in compliant operations for the next five years.

- B. Legal description of the site: GUA Pahokee WWTP, 1001 Rim Canal Road, Pahokee, FL 33476, PCN 48-37-42-19-00-000-7040.
- C. **Survey information concerning the site:** A partial topographic survey of the site is available in AutoCAD format and will be provided to the Design-Build Entity. The Design-Build Entity is responsible for any additional survey information required to perform the work outlined under Section F "Schematic layouts and conceptual Design Criteria of the project".
- D. Interior space requirements: The work is generally performed on the exterior of steel support structures and inside of four separate concrete water bearing structures. These structures include the primary clarifier, two secondary clarifiers, and one Walker Plant and may be considered confined space. Work performed inside of these structures should follow the Design-Build Entity's safety guidelines and also comply with all local, state, and federal regulations.
- E. **Material quality standards:** See Section F "Schematic layouts and conceptual Design Criteria of the project". (1.1.F.) below.
- F. Schematic layouts and conceptual Design Criteria of the project:

The proposed work to be performed by the Design-Build Entity generally includes furnishing all labor, equipment, materials, tools, supervision, and services required to design, construct, test, and startup improvements to the Pahokee Waste Water Treatment Plant. Include PLC programming necessary for the headword screening system additions.

All design documents shall be signed and sealed by a Florida registered Professional Engineer.

The following items are included in this scope of services:

- i) Headworks
 - a. Replace existing Auger Monster headwork screen with one 3mm mechanical

Perforated Plate Screen, electrical panel, and controls. Provide new 3mm mechanical Perforated Plate Screen, electrical panel, and controls in the existing bypass channel to replace existing manual screen.

Each screen shall be sized to meet the following conditions:

Pahokee WWTP Headworks Existing Conditions			
Value	Parameter		
TMADF	1.2 MGD		
Peak Hourly Flow (PHF), MGD	3.0 MGD		
Number of Channels	2		
Clear Channel Width 2.0 ft			
Channel Length	+/- 12 ft		
Channel Depth (Top of Slab)	4.5 ft		
Number of Screens	2		
Evicting Screening Conshility	1- Open Channel with 3 MGD Auger Monster		
Existing Screening Capability	1 - Bypass Channel with 3.5 MGD Manual Bar Screen		

b. Replace existing above grade grounding system in-kind. The existing layout is as needed, however the materials used were not adequate and have deteriorated rapid. The Design-Built Entity shall utilize the grounding plan as shown in the layout provided in existing headworks record drawings (to be provided by PBC). However, the materials selected for rehabilitated grounding systems must be selected and approved by Design-Build Entity as being suitable for their proposed use.

ii) Headwork Influent and Effluent Piping

- a. Blast and coat two headwork influent pipes. Pipes must be coated from 6 inches below the ground surface to the discharge point at the headworks structure.
- b. Replace 12" ductile iron pipe from the flow-meter after the headwork structure to the grit separator and from grit separator to Walker Plant. Replace pipe run with 401 Protecto lined 12" flanged DIP
 - i. Provide specific line item for three wall penetrations. Two at grit separator (influent and effluent), one at Walker Plant structure
- c. Blast and coat pipe supports, repair saddles located at the top of the support structure that are not able to be salvaged
 - i. During a site visit performed in November 2014, there were three supports identified that will need and new pipe saddles
 - ii. Existing foundation and vertical steel supports to be utilized, new pipe saddles to be fabricated and welded in place
- d. Coat all pipe and painted steel supports/new and existing
- e. Clean and re-galvanize galvanized steel supports
- f. Replace all pipe straps

iii) Walker Plant

- a. The Walker Plant shall not be taken out of service during the wet season. Defined as April through October.
- b. County will take the Walker Plant out of service; Cardinal will clean and remove debris from the basin and return residual sludge to the headworks or digester.
- c. Clean, blast, and coat rotating bridge structural steel members, air pipes, steel baffles, walls, center pier support assembly, rake arms, scraper assembly, and associated supports, partition walls, and other steel supports, weirs, troughs, boxes, cleanouts, etc.
- d. Clean, blast, and coat all interior concrete surfaces from the top of the tank to 2 foot below the normal low water level (LWL) operating condition
- e. Replace scrapers, squeegees, and damaged sections of rake arm tub steel in clarifier zone of walker plant and re-level
- f. Provide specific line item for replacing aerators
- g. Clean, blast, repair, and coat drive assembly and mount
- h. Replace center drive bearing. Replacement shall be coordinated with the Walker Plant vendor. Walker Plant vendor must provide a signed certificate of completion stating that the installation was performed in accordance with the manufacturers requirements. Plant Layout and construction details are provided in the Walker Plant Operations and Maintenance record drawings provided by PBC.

iv) Secondary Clarifiers at Conventional Plant (two 26' diameter clarifiers)

- a. Both clarifiers may not be taken out of service at the same time during the wet season. Defined as April through October.
- b. Repair FRP skirts and weirs in each tank where required.
- c. Clean, blast, repair, and coat drive assemblies and mounts.
- d. Clean, blast, repair, and coat bridge beams and associated structural supports; including structural members associated with the bridge support walkways and stair landings
- e. Clean, blast, repair, and coat rake arms and adjust scum skimmers
- f. Repair scraper assemblies and re-level
- g. Clean, blast, repair, and coat center feed wells
- h. Clean, blast, and coat interior concrete surfaces from top of the wall to 2 feet below normal low water operating level (LWL) operating condition.
- i. County will take clarifiers out of service, contractor will transfer sludge to headworks or digester and clean clarifiers.

v) Primary Clarifier (one 35' diameter clarifier)

- a. The primary clarifier may not be taken out of service at the same time as work being performed on the secondary clarifiers or the Walker Plant during the wet season. Defined as April through October.
- b. Repair FRP skirt and weir where required.
- c. Clean, blast, repair, and coat drive assemblies and mounts.
- Clean, blast, repair, and coat bridge beams and associated structural supports; including structural members associated with the bridge support walkways and stair landings
- e. Clean, blast, repair, and coat rake arms and adjust scum skimmers
- f. Repair scraper assemblies and re-level
- g. Clean, blast, repair, and coat center feed wells
- h. Clean, blast, repair, and coat clarifier influent pipe
- i. Clean, blast, and coat interior concrete surfaces from top of the wall to 2 feet below

- normal low water operating level (LWL) operating condition.
- j. County will take clarifier out of service, contractor will transfer sludge to headworks or digester and clean clarifiers.
- G. Cost or budget estimates: \$2,000,000.00.
- H. Design and construction schedules:
 - i) 60% Design Completion <u>90</u> days after receipt of executed Work Authorization and notice to proceed with design.
 - ii) 100% Design Completion <u>150</u> days after receipt of executed Work Authorization and notice to proceed with design.
 - iii) Substantial Construction Completion <u>395</u> Calendar Days after receipt of executed Work Authorization and notice to proceed.
 - iv) Final Construction Completion <u>45</u> Calendar Days after Substantial Construction Completion.
 - v) Liquidated damages for design and construction will apply as follows:
 \$1,000 per day past substantial completion date.
 \$500 per day past final completion date.
 - vi) The following items must be complete (at a minimum) to achieve substantial completion:
 - a. All existing systems in place and operating as intended.
 - b. PLC Programming for new screen(s) in place and operating as intended.
 - c. Final electrical terminations made.
 - d. Walkways restored and useable.
 - e. Paintings and coatings of water bearing structures complete.
 - f. Paintings and coatings of walkways, supports, and other structures complete.
 - g. O&M Manuals have been delivered to the County and equipment training is completed.
- I. **Site development requirements:** Site plan approval is not required for this project under the Unified Land Development Code.
- J. **Provisions for utilities:** Refer to Sections 1.3 Utilities and 1.7 Underground Utilities for Design-Build Entity requirements.
- K. **Stormwater retention and disposal:** Provide siltation barriers for all existing storm drainage catch basins impacted by construction activities.
- L. **Parking requirements:** Only current County security badge holders can park inside the plant gate. Do not disrupt traffic flow for chemical deliveries. Project material deliveries shall be between 7:00 AM to 3:00 PM Monday through Friday excluding public holidays.
- M. **Other:** A shutdown plan, developed in conjunction with the Owner must be prepared by the Design-Build Entity for any planned plant or process shutdowns.

1.2 Permits and Fees

It shall be the Design-Build Entity's responsibility to secure all permits required to complete the work under this contract. The Design-Build Entity shall be responsible for all inspections and requirements to close-out the completed permits. The Owner shall pay all permit fees. The Design-Build Entity shall be responsible for all Business tax fees for work within the county or Municipalities.

1.3 Utility Services

The Design-Build Entity shall obtain the necessary utility services by making application for the services and paying such fees and charges required by the utility companies, including construction water meters, if required.

1.4 Tests

The Design-Build Entity shall pay for all required tests. Water required for pressure/leakage tests shall be furnished by the Owner.

1.5 Site elevations, Lines, and Grades

Where the dimensions and locations of existing pipe and utilities are of critical importance in the installation or connection of proposed work, the Design-Build Entity shall verify such dimensions and locations in the field prior to the fabrication of any materials or equipment, which is dependent on the correctness of such information. The Design-Build Entity shall employ a land surveyor registered in the State of Florida. The Design-Build Entity shall locate and protect survey control and reference points. The Design-Build Entity shall be responsible to establish elevations, lines, and levels, utilizing recognized engineering survey practices. The Design-Build Entity shall provide all labor, instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The Design-Build Entity shall submit a copy of as-built drawings signed/sealed by the land surveyor that the elevations and locations of the work in Florida State plane coordinates are in conformance with the contract documents and will reference geodetic datum NAD83.

1.6 Work Area

The Design-Build Entity shall confine his activities to the site(s) designated by Owner for the work or staging areas for materials storage. All debris, materials, pipe, and miscellaneous waste products from the proposed work shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Design-Build Entity shall be responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

The Design-Build Entity shall protect their work. When required to complete the work, the Design-Build Entity shall maintain of suitable lighting to maintain a safe working environment. Work performed outside of the established working hours requires the permission from the owner. The Design-Build Entity shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Design-Build Entity shall carry out his work so as not to deny access to private property. All utility access manholes, valves, and fire hydrants shall be kept accessible at all times. No trenches or holes near walkways, in roadways or road shoulders are to be left open during night hours without the permission of the Owner, and proper protection. The Design-Build Entity is responsible for the security of their work, equipment, and material at all times.

1.7 Underground Utilities

All water pipes, storm drains, force mains, gas or other pipe, telephone or power cables or conduits, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across pipeline excavations. Before disconnecting any pipes or cables, the Design-Build Entity shall obtain permission from the Owner, or shall make suitable arrangements for their disconnection by the Owner. The Design-Build Entity shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power, and telephone installations along route of new pipelines or in vicinity of the work are shown on as-built drawings, but must be verified in the field by the Design-Build Entity. The Design-Build Entity shall uncover these pipes, ducts, cables, etc., carefully, by hand, to verify location and depth of cover. Any discrepancies or differences found shall be brought to the attention of the Owner in order that necessary changes may be made. Where fences, walls, or other man made obstructions exist illegally in the public right-of-way, the Owner will have them removed upon adequate prior notice by the Design-Build Entity.

The Design-Build Entity shall notify "SUNSHINE STATE" at 1 (800)-432 4770 at least forty-eight (48) hours prior to performing any excavating activities. Evidence of such notice shall be furnished to the Owner prior to excavating. Design-Build Entity is responsible for all utility locates within the project site and will provide an independent locate service for all PBC WUD buried pipelines and electrical.

Design of all underground water, wastewater, and reclaimed water shall comply with the Palm Beach County Water Utilities Minimum Engineering Standards (latest edition), General Electrical Design Requirements, Palm Beach County Wellfield Protection Ordinance, Environmental Control Rule 1 (wastewater), Environmental Control Rule II (water), and applicable provisions of the Florida Administrative Code. Design submittal requirements shall be in accordance with the Palm Beach County Water Utilities Design Manual.

1.8 Maintenance of Operations

The Design-Build Entity's activities or any partial plant shutdowns shall minimize disruption to the treatment facilities and conveyance. The Design-Build Entity shall schedule and perform the proposed work in a manner such that the Owner can keep the existing treatment and conveyance facilities in continuous dependable operation. Operation of all existing valves, gates and equipment shall be performed by Owner.

1.9 Plant Shutdowns

Owner shall approve all plant shutdowns. If, in the opinion of Owner, a shutdown is not required in order for the Design-Build Entity to perform the proposed work, the Design-Build Entity shall use alternative methods to accomplish the work. All shutdowns shall be coordinated with and scheduled at times suitable to Owner. Owner shall be provided a minimum of 7 days notice of Design-Build Entity's need for any system or partial system shutdown. Additional notice may be required for certain shutdowns.

1.10 Project Coordination

Design-Build Entity shall be solely responsible for coordination of all of the proposed work. He shall supervise, direct and cooperate fully with all sub-contractors, manufacturers, fabricators, suppliers,

distributors, installers, testing agencies, and all others whose services, materials or equipment are required to ensure completion of the proposed work within the contract time.

Design-Build Entity shall cooperate with and coordinate his work with the work of any other contractor, utility service company, or Owner's employees performing additional work related to the project at the site. Design-Build Entity shall not be responsible for damage done by other contractors on site who are not under the Design-Build Entity's jurisdiction except where such loss or damage is caused by the negligence of Design-Build Entity. Design-Build Entity shall also coordinate his work with the work of others to assure compliance with schedules.

Design-Build Entity shall attend and participate in all project coordination or progress meetings and report on the progress of all work and compliance with schedules. The Design-Build Entity shall provide and maintain representative of his organization at the site at all time during performance of the work who may be reached at any time while work is in progress.

1.11 Project CPM Schedule

Design-Build Entity must prepare and maintain a project schedule using Primavera P6 software and the Critical Path Method (CPM) of scheduling. The following outlines the minimal schedule requirements. The schedule must be updated each month at a minimum and will be reviewed by the County to determine design and construction progress. The project schedule will be comprehensive incorporating activities for the full lifecycle of the project. With the initial submittal, later Construction Phase work may be outlined as higher level summary tasks. The level of detail for activities shown in the schedule will be elaborated as additional information about the scope and methods are determined throughout the course of the project.

The basics of the Project Schedule submittals are outlined below.

Baseline Requirement: The Schedule shall reflect how the Design-Build Entity will perform the work. Task Descriptions, Durations, Responsibility Assignment and Relational Logic Ties shall be adequately defined in the schedule so that the Project Manager can accurately monitor the progress of the work. Schedule activities must be consistent with work items listed in the Schedule of Values and be cost-loaded such that schedule updates provide an independent check on the amounts shown in the Monthly progress payment request.

Include a written narrative to address the following Schedule Development Data:

- All calendars developed within the schedule software applicable to the Project Schedule showing the proposed number of working days per week. Include where necessary a description of which calendars apply to which activities.
- The holidays to be observed during the life of the Contract by day, month, and year
- The planned number of shifts per day and number of hours per shift

1.11.1 Planning Phase

The Program Management Team will specify detailed scheduling requirements to each Design-Build Entity through the professional services agreement, requiring that:

- A detailed design schedule be created and routinely updated
- At a minimum, milestones be depicted for:
 - o Notice-to-Proceed
 - o 60 percent submittal
 - o 100 percent submittal
 - o Permitting Complete

- Procurement and Delivery of Long Lead Items
- An estimate of the construction duration and staging be developed. At a minimum, the schedule shall identify significant interim milestones that relate to the Construction Phase including:
 - o Notice-to-Proceed Construction
 - Mobilization
 - o Substantial Completion
 - o Final Completion
 - Start Up/Commissioning

1.11.2 Construction Phase

At the commencement of the Construction Phase, the level of detail provided for each activity in the Project Schedule shall be elaborated and submitted to the OWNER as outlined below. Additional plan details must remain within the confines of established dates for SUBSTANTIAL COMPLETION and FINAL COMPLETION. The accepted version of the elaborated Project Schedule will be used as a new Baseline for monitoring the progress of the work

The schedule will address the logic of construction activities, including any work constraints due to:

- Operational or permit requirements
- Special requirements of the technical specifications
- Standard construction practices
- Safety of the work place
- Manpower loading and availability
- Key Resource or Materials quantity loading

Initial Construction Schedule Submittals: The Design-Build Entity is required to submit two schedule documents at the pre-construction conference.

These are:

- The Design-Build Entity's plan of operation for the initial 30-day period of Construction
- An initial draft of the fully elaborated Baseline CPM schedule

The Project Manager and the Design-Build Entity will meet to review and discuss the 30-day plan of operation and Baseline CPM schedule shortly after submittal to the Project Manager. The Project Manager's review and comment on the schedules will be limited to conformance with the sequencing and milestone requirements in the Contract Documents. The Design-Build Entity will be required to make corrections to the schedules necessary to comply with the requirements and adjust the schedules to incorporate any missing information requested by the Project Manager.

Key elements of the schedule reviews will include:

- Production rates for reasonableness
- Appropriate level of detail
- Satisfaction of contractual constraints
- Accurately reflecting submittals, procurements, training and start-up tasks
- Conforms with approved schedule of values
- Complies with industry scheduling practices
- Schedule risk and critical path discussion

The plan of operation depicts accomplishment of the early execution activities (mobilization, permit acquisition, submittals necessary for early material and equipment procurement, submittals

necessary for long lead equipment procurement, CPM submittals, initial site work and other submittals and activities required in the first 30 days).

Amend the Baseline written narrative to address the following Schedule Development Data:

- The major construction equipment to be used on the Site
- A written description the nature of the critical path of activities identified for the Project Schedule through project completion.

Resubmit the Baseline schedule will be included in all subsequent schedule updates and will be the basis for measuring progress and performance. Schedule updates and other reporting requirements will be detailed in the schedule specifications.

The construction schedule will provide information on major construction milestones and allow for quantity tracking. Related interface activities pertinent to facilities start-up and commissioning will also be shown. The associated Schedule of Values will delineate information related to quantity unit rate reporting, labor wage rates, bulk materials pricing and other costing/pricing information as requested. Specific schedules (e.g., 90 days to Completion, 4-week look-ahead) will be specified per project needs.

The Project Manager's review of the schedule is to ensure basic compliance with requirements and reasonableness of plan, and does not to constitute an approval of the approach or direction relative to means and methods of construction.

Baseline Schedule Submittal: The Design-Build Entity will be required to submit two schedule documents at the pre-construction conference.

These are:

- The Design-Build Entity's plan of operation for the initial 30-day period of the contract Construction
- An initial draft of the fully elaborated Baseline CPM schedule

1.11.3 Schedule Updates

On a regular basis, and not less than monthly, summary schedules should be updated to track and monitor progress of activities, completion of contract deliverables, interim milestone achievement, start and completion dates, and other related aspects of scheduling. Additionally, any approved changes to the scope of work will be reflected as both cost and duration impacts in the updated schedules.

Progress is monitored by comparing monthly work accomplished against both the baseline plan, and the progress of work from the prior month. Starting with the first month of status updating, progress for all projects will be measured against the baseline for start and finish dates, scheduled progress and actual project costs incurred, cash flow, along with analysis for changes in logic and activities durations.

A written Narrative Report shall be submitted in conjunction with all Schedule Update Submittals containing the following:

- Schedule report indicating activities completed during this reporting period.
- Current and anticipated delays and/or early completions.
- Recommendations for recovery of the delays
- Added/deleted activities.
- Other project related scheduling concerns.

1.11.4 Format of Submittals

Submit one electronic copy of the complete Project Schedule as an Oracle Primavera XER export file.

Submittal of Paper Form can be substituted with a .pdf file.

Part 2 Acceptance Test Requirements

The Design-Build Entity shall be responsible for coordinating and completing the overall system startup and testing. The Design-Build Entity is responsible for providing all labor, equipment, and materials for conducting systems startup and testing.

2.1 Starting and Placing Equipment in Operation

Design-Build Entity shall initially start-up and place all installed equipment into successful operation according to manufacturer's written instructions and as instructed by manufacturer's field representative. Design-Build Entity shall provide all material, labor, tools, equipment, chemicals, lubricants, and expendables required to complete start-up. No system or subsystem shall be started up for continuous operation unless all components of that system or subsystem, including instrumentation, have been tested and proven to be operable as required for proposed work

General system startup activities include: cleaning; removing temporary protective coatings; flushing and replacing greases and lubricants, where required by manufacturer; lubrication, checking shaft, and coupling alignments and resetting where required; checking and setting motor, pump and other equipment rotation, safety interlocks, and belt tensions; checking and correcting if necessary leveling plates, grout, bearing plates, anchor bolts, fasteners, and alignment of pipe which may put stress on pump equipment; performing any adjustments; providing chemicals and lubricants and all other required operating fluids; providing fuel, electricity, water, filters, and other expendables required for start-up of equipment.

Owner shall provide sufficient personnel to assist Design-Build Entity in the start-up, but the prime responsibility for proper mechanical operation shall belong to Design-Build Entity. Manufacturer's representatives shall be present during initial start-up and operation. Owner shall assume responsibility for operation of the equipment upon completion of start-up and placing equipment in operation.

2.2 Minimum Start-Up Requirements

- A. After system has been placed in operation the Design-Build Entity shall clean strainers, drives, pockets, orifices, valve seats, and headers in fluid system to assure freedom from foreign materials. The Design-Build Entity shall remove rust, scale and foreign materials from equipment and renew defaced surfaces. All visible leaks shall be repaired.
- B. The Design-Build Entity shall check each electrical control circuit to assure that operation complies with regulations and requirements of proposed work and to provide desired performance. The Design-Build Entity shall vent gasses trapped in any part of systems and verify that liquids are drained from all parts of gas or air systems.
- C. The Design-Build Entity shall inspect for cleanliness, and clean and remove all foreign materials, verify alignment, replace defective bearings and those, which run rough or noisy, and grease as necessary in accord with manufacturer's recommendations.

- D. The Design-Build Entity shall adjust tension in V-belt drives, and adjust varipitch sheaves and drives for proper equipment speed, adjust drives for alignment of sheaves and V-belts, and clean and remove foreign materials before starting operation.
- E. The Design-Build Entity shall check each motor for comparison to amperage nameplate value and correct conditions which produce excessive current flow and exist due to equipment malfunction.

2.3. Equipment Startup and Performance Testing

The Design-Build Entity shall be responsible for performance testing during startup of all mechanical, electrical, instrumentation, and piping equipment and systems.

- A. Provide a testing plan setting forth the sequence in which all testing work required for the proposed upgrades will be implemented.
- B. Documentation of the results of all equipment and system tests must be submitted to the Owner. Provide calibration tags for all equipment certifying the date of calibration.

2.4. Instruction of Operations and Maintenance Personnel (Headworks Screening)

Training shall be provided prior to turning over the operation of the new headworks screening process to the owner. No system, unit process or any piece of equipment shall be started up for continuous operation without the approved operation and maintenance manuals being turned over to Owner.

Design-Build Entity shall provide services of supplier's operation and maintenance training specialists to instruct Owner's personnel in recommended operation and maintenance procedures for products and equipment. All training shall be conducted at the site, unless otherwise stated in the Specifications. Owner reserves the right to videotape training sessions.

Training of plant's personnel shall commence only after acceptable preliminary operation and maintenance data has been provided and, equipment has been started and placed into operation, equipment and system startup and performance testing has been completed. The Design-Build Entity shall provide written documentation and checklists outlining important training items, and provide spreadsheets needed to document new processes for input by operators.

Part 3 Technical Requirements

3.1. Plant Site / Civil Requirements

The Design-Build Entity shall be responsible for becoming completely familiar with the site conditions in connection with developing the final site plan including all site investigations. If analysis of subsurface conditions, geotechnical conditions, and soil borings are required to complete the work, it shall be the responsibility of the Design-Build Entity to perform this work.

3.2 Demolitions and Equipment Removal

Design-Build Entity shall be responsible for all labor, materials, equipment, and incidentals required for demolitions and pay for all disposal fees. Design-Build Entity shall not start removals without the

permission of the Owner. At least 48 hours prior to commencement of any demolition activities, the Design-Build Entity shall advise the Owner, in writing, of the proposed schedule.

Design-Build Entity shall carry out operations so as to avoid interference with Owner's operations and work in the existing facilities. Design-Build Entity shall perform all demolition and removal work so as not to interfere with the use and safe passage to and from adjacent structures and shall prevent damage or injury to structures, occupants, and adjacent features, which might result from falling debris or other causes. Design-Build Entity shall erect and maintain barriers, lights, sidewalk sheds, and other necessary protective devices. The Design-Build Entity is responsible for repairing damage to the Owner's property or facilities, caused by the Design-Build Entity's activities

Surfaces of walls, floors, ceilings, or other areas, which are exposed by any of the removals, and which will remain as architecturally finished surfaces shall be repaired and re-finished by Design-Build Entity with the same or matching materials as the existing adjacent surface. Adjacent structures, facilities, and improvements impacted by dust, dirt, and debris caused by demolition operations shall be cleaned and returned to pre-construction conditions.

Where piping that is to be removed passes through existing walls, the piping shall be cut off and properly capped on each side of the wall.

All materials and equipment removed from existing work shall become the property of Design-Build Entity, except for those which Owner has identified and marked for their use. All materials and equipment marked by the Owner for its use shall be carefully removed by Design-Build Entity so as not to be damaged, and shall be cleaned and stored in a protected location specified by the Owner. Design-Build Entity shall dispose of all demolition materials, equipment, debris, and all other items not marked by the Owner, off the work site and in conformance with all existing applicable laws and regulations. Upon completion of the work, all materials, equipment, waste, and debris of every sort shall be removed and premises shall be left, clean, neat, and orderly.

3.3 Excavation and Backfill

Excavation and backfill activities are not anticipated as part of this scope of services.

3.4 Cast-In-Place Concrete

Where required for wall penetrations, pipe supports, and other repair or replacements required to complete the work, the Design-Build Entity shall be responsible for providing concrete consisting of portland cement, fine and coarse aggregate, water, and approved admixtures; then combined, mixed, transported, placed, finished and cured to accommodate the proposed work. All admixtures, curing compounds, etc. used in concrete or the curing and repair of concrete, which can contact potable water, shall be certified as conforming to the requirements of ANSI/NSF 61 for contact with potable water when in the finished concrete.

3.5 Miscellaneous Metals

All metals shall be non-ferrous except of steel reinforcing and as approved by the Owner: All bolt, nuts and washers shall be 316 stainless steel the nuts shall be coated to prevent galling. Anchor bolts shall be 316 stainless steel. Stanchions, equipment bases, braces, and straps shall be 316 stainless steel or aluminum.

- Clarifier flights and scrapers as needed (match existing).
- Replace influent pipe supports (match existing).

3.6 Painting and Coating

Design-Build Entity shall provide all labor, materials, tools, equipment, and incidentals as required to furnish and apply coating systems for surface preparation and coating of all new and existing surfaces identified as part of the work. Manufacturer's recommendations including surface preparation, cure times, application thickness, application method, applicability of selected paintings and coatings for their intended use, etc. must be strictly followed. Mechanical and process items to be coated are defined previously under Section 1.1 F.

Owner's approval shall be required for all components of the surface preparation, selection of colors, and paint system application before start of proposed work.

Color-coding of pipelines, valves, equipment and ducts shall comply with applicable standards of ANSI A13.1, ANSI Z535.1, and 40 CFR 1910.144. Finish coats of paint for pipelines and equipment shall be coded in basic colors. Colors shall be brilliant, distinctive shades matching safety and pipeline colors per ANSI Z535.1, Recommended Standards for Water Works; Recommended Standards for Wastewater Facilities, color specifications for safety colors and other primary colors.

Provide pipe labels with flow arrows at each change in direction, tees (all sides) and every 20 feet of straight run.

3.7 Pipe Requirements

The Design-Build Entity shall conform to the Palm Beach County Water Utilities Manual of Minimum Design and Construction Standards.

At a minimum, the following information shall be submitted to the Owner for review and approval prior to installation:

- Detailed drawings and manufacturers data for pipe, fittings, gaskets, new supports, bolt kits, couplings, and all other pertinent materials required to complete the work.;
- Certificates of compliance with applicable referenced standards and any provisions for pipe, joints, fittings, coatings, linings, sleeves, gaskets, harnessing, and all other appurtenances;
- Field pressure testing.

Materials shall be delivered to the site to ensure uninterrupted progress of the work. Pipe, fittings, and associated other materials shall be handled carefully with approved handling devices. Materials shall be stored on heavy wood blocking or platforms so they are not in contact with the ground. Delivered materials shall be inspected for cracked, gouged, chipped, dented or other damage to the packaging or materials. If such damage is found, damaged materials shall be rejected and immediately removed from the site. If in the process of manufacture, transportation, storage or handling, any pipe, fittings, or associated other materials are damaged, such material shall be rejected and replaced at the Design-Build Entity's expense.

Pipe interiors shall be kept completely free from dirt and foreign matter. All pipe shall be installed in strict accordance with the manufacturer's instructions and recommendations. When pipe must be cut to fit in the field, the work shall be performed utilizing tools and equipment specifically designed for cutting the pipe, so as to avoid damage to the pipe and to leave a smooth end. Improperly cut and/or fitted pipe will be rejected and replaced at the Design-Build Entity's expense.

Part 4 Electrical Requirements

4.1 Basic Requirements

Design-Build Entity shall design and provide all labor, materials, equipment, and incidentals to complete the electrical work. All systems shall be properly grounded. Headworks structure shall have above grade grounding as outlined previously.

4.2 Codes

Material and equipment shall be installed in accordance with the current standards and recommendations of the National Electrical Code, the National Electrical Safety Code, and with local codes, which apply. Where discrepancies arise between codes, the most restrictive regulation shall apply.

4.3 Area Classifications

A. Wet Locations

The following areas shall be considered wet locations:

- 1. All outdoor areas.
- 2. All indoor areas below grade unless otherwise specified.
- 3. Materials, equipment, and incidentals in areas identified as wet locations shall meet NEC and NEMA requirements for wet locations. Enclosures shall meet NEMA 4 requirements as a minimum. Conduits shall be terminated at enclosures with watertight threaded hubs.

B. Corrosive Locations

Materials, equipment, and incidentals in areas identified as corrosive shall meet NEC and NEMA requirements for corrosive locations. Conduit systems shall be Aluminum and enclosures shall meet NEMA 4X requirements. Conduits shall be terminated at enclosures with watertight hubs. Independent supports shall be Aluminum.

4.4 Electrical Equipment

All new electrical equipment shall be capable of operating successfully at full-rated load, without failure, with an ambient outside air temperature of 0 degrees F to 122 degrees F and an elevation of 400 feet (MSL). All electrical devices and equipment shall have ratings based on 75 degrees C terminations. All electrical equipment enclosures at a minimum shall meet NEMA 12 requirements.

4.5 Schematic Diagrams

Schematic diagrams shall be prepared by the Design-Build Entity to act as guidance in fulfilling the operational intent of the conceptual documents. It shall be the Design-Build Entity's responsibility to meet all safety and electrical codes, and to provide all equipment, appurtenances and specialty items required to provide for complete and operable systems. Review of control schemes submitted by Design-Build Entity shall not relieve Design-Build Entity of their contractual responsibility to provide complete and successfully operating systems.

4.6 Raceway Systems

Design-Build Entity shall furnish and install conduit and fittings to form complete, coordinated, and grounded raceway systems. Design-Build Entity shall provide for the proper installation of all conduits for each system.

- A. Rigid aluminum conduit for exposed indoor conduit runs in non-corrosive areas and rigid aluminum at all other sites.
- B. PVC Schedule 80 for individual conduit runs direct buried in earth and PVC coated rigid steel at all other sites (minimum 24-inch burial depth).
- C. Schedule 40 PVC for conduit runs embedded in or under structural concrete slabs or in concrete ductbanks (all sites).
- D. PVC schedule 80 conduit for exposed indoor and outdoor runs in corrosive areas and PVC coated rigid steel at all other sites.
- E. Flexible conduit for connections to motors and equipment.

4.7 Electrical Inspections, Testing, and Adjustments

Accompany the normal installation tests with inspections to demonstrate to the satisfaction of the required judicial authorities the following:

- A. Connections: All circuits are properly connected in accordance with the drawings and applicable approved shop drawings.
- B. Operation: All circuits and devices are operable.
- C. Identification: All conductors are properly identified at each terminal.

Test each electrical circuit after permanent cables are in place to demonstrate that the circuit and connected equipment perform satisfactorily and that they are free from improper grounds and short circuits. Individually test 600-volt cables for insulation resistance between phases and from each phase to ground. Test after cables are installed and before they are put in service with a Megger whose rating is suitable for the tested circuit. Tests shall meet with the applicable specifications of ICEA S 66 524 and NEMA WC7 1971. The insulation resistance for any given conductor shall not be less than 1 megohm for 600 volt and less service. Any cable not meeting this value or which fails when tested under full load conditions shall be replaced with a new cable for the full length.

Test shielded instrumentation cable shields with an ohmmeter for continuity along the full length of the cable and for shield continuity to ground. Connect shielded instrumentation cables to a calibrated 4-20 milliamp DC signal transmitter and receiver. Test at 4, 12, and 20 milliamp transmitter settings.

Test the completed ground systems for continuity and for resistance to ground using an electrical ground resistance tester. Ground system resistance must be less than 5 ohms. Add up to two additional rods, spaced at 20 feet minimum from other electrodes, until resistance is less than 5 ohms.

Operate all starters, circuit breakers, and associated equipment to demonstrate suitability and compliance with Specifications and reference standards, except for short circuit interrupting rating or other inherent design features covered by shop tests. Test all motors for direction of rotation and reverse connections if necessary. Check control circuits to determine that operation and sequence are correct and adjust limit switches, pressure switches, float switches, timers and other devices to give proper operation.

Part 5 Instrumentation and Control Requirements

5.1 General

Design-Build Entity shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish, install, calibrate, test, start-up, and place in satisfactory operation a complete and operating system for proposed work, including programming of the PLC, SCADA, and all required wire terminations. Tag number, equipment number, and description shall match the Owners numbering convention standards.

5.2 Calibration, Start-Up and Testing

Field verify the calibration and performance of each instrument prior to start-up of the associated equipment, and document on a separate sheet for each.

5.3 System Check-Out and Start-Up Responsibilities

Design-Build Entity shall retain the services of the system supplier to supervise and/or perform check out and start up of all system components. As part of these services, the system supplier shall coordinate and include check-out and start-up for those equipment items not manufactured or provided by him. The services of an authorized manufacturer's representative to check the equipment installation and place the equipment in operation may be required. The manufacturer's representative shall be thoroughly knowledgeable about the installation, operation and maintenance of the equipment.

Check and approve the installation of all instrumentation and control system components and all cable and wiring connections between the various system components prior to placing the various processes and equipment into operation. Conduct a complete system checkout and adjustment, including calibration of all instruments, tuning of control loops, checking operation functions, and testing of final control actions. When there are future operational functions included in this work, they should be included in the system checkout. All problems encountered shall be promptly corrected to prevent any delays in start up of the various unit processes.

System supplier shall provide all test equipment necessary to perform the testing during system checkout and start up of the new headwork screen(s) and Walker Plant improvements. Design-Build Entity and system supplier shall be responsible for initial operation of monitoring and control system and shall make any required changes, adjustment or replacements for operation, monitoring, and control of the various processes and equipment necessary to perform the functions intended.

Design-Build Entity shall furnish to the Owner certified calibration reports for field instruments and panel mounted devices specified in this Section as soon as calibration is completed. Design-Build Entity shall furnish Owner an installation inspection report for the new headwork screen(s) and Walker Plant improvements certifying that all equipment has been installed correctly and is operating properly. The report shall be signed by authorized representatives of both Design-Build Entity and the system supplier.

5.4. Instrumentation and Control System Field Test

Following the plant monitoring and control system checkout and initial operation, system supplier, under the supervision of the Design-Build Entity, shall perform a complete system test to verify that all equipment and programmed software is operating properly as a fully integrated system, and that the intended monitoring and control functions are fully implemented and operational. Any defects or

problems found during the test shall be corrected by system supplier, and then retested to demonstrate proper operation. Following demonstration of all system functions, the plant monitoring and control system including field sensors/transducers and instruments, and telemetry system shall be running and fully operational for a continuous 72 hour period.

5.5 Control Panels and Enclosures

Control panels located inside control or electrical room areas shall be NEMA 12 rated unless differently noted on drawings. All others shall be stainless steel or non-metallic NEMA 4 except in corrosive areas, which shall be NEMA 4X. Provide panel ventilation or air conditioning if required by ambient conditions. Use pan type construction for doors. Door widths shall not exceed 36-inches. Exterior panel with displays shall face north. Exterior control panels shall be 316 stainless steel with powder coated white epoxy exterior finish.

5.6 Surge Protection

Surge protection shall be provided to protect all electronic instrumentation from surges propagating along the signal, telephone, and power supply lines. Locate the suppression device as close as possible to the load device. The protection systems shall be such that the protection level shall not interfere with normal operation, but shall be lower than the instrument surge withstand level, and be maintenance free and self-restoring. Instruments shall be housed in suitable metallic cases, properly grounded. Ground wires for all surge protectors shall be connected to a good earth ground and where practical each ground wire run individually and insulated from each other.

ATTACHMENT - K

Vendor Quotes

Palm Beach County Water Utilites Department WA#1: Pahokee Wastewater Treatment Plant Improvements Project WUD 15-010

Cardinal Contractors, Inc. Vendor Cost Summary

Eidlitem	Visindan/Sula	Stire/Dobresy	Viandan/Sylis	Comments
Electrical Subcontractor	Powerline - \$75,000	Energy Efficient - \$56,200	No Bid	only 2 respondents resulting from expedited solicitation
Painting Subcontractor	Service Painting - \$243,791	Southland - \$248,000	Blue Jean Painting - No Bid	
Screens Furnish & Install	R2T - \$536,000	DS Eakins - No Bid	Self Perform - \$536,000	Utilize R2T as subcontractor vs Seft Perform
Walker Processing Equipment	Walker Processing			Rehab of existing Walker Processing Equipment - must by Original
				Replacement Parts
Engineering	Calvin Giordano & Associates			Part of DB Team
Electrical Engineering/SCADA Programming Hillers Electrical Engineering				Part of DB Team



Division of McNish Corporation

Dedicated to the Water and Wastewater Industry

Walker Process Equipment

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

DATE:

January 28, 2015

TO: CARDINAL CONSTRUCTION:

SUBJECT:

Control Panels

Pahokee, FL WWTP

PROPOSAL NO.:

EWB012615

Mr. Michael Brandao:

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

One (1) Lot of Replacement Components for Existing Walker Tractor Drive

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

Pricing Summary	Pg.	2-3
Scope of Supply and Clarifications	Pg.	4-5
General Items	Pg.	6-7
Terms and Conditions of Sale	Pg.	8-9
Mechanical Warranty	Pg.	10

If we can furnish any clarifications or additional information, please contact our Representative, John McLaughlin with MTS Environmental at 904-347-7979. We look forward to the opportunity of working with you in the execution of this project.

Sincerely,

WALKER PROCESS EQUIPMENT Division of McNish Corporation

E B

Ed Beverly After Market Manager

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. shipping point with freight prepaid via truck, exclusive of any taxes. Prices quoted herein are based upon the estimated schedules shown.

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

Option 1: One (1) Lot of Replacement Components for the price of \$ 30,055

EXISTING STRUCTURE NOTE:

Equipment for this project is to be installed in existing concrete structures. The price and schedule offered is based on the limited dimensional information for the existing tanks we have at the time of making the offer. The schedule is contingent on the purchaser providing Walker Process Equipment with all required verified tank dimensions for each tank involved and prior to the start of submittal drawings and the schedule for submittal.

In the event that verified dimensions are not provided or the provided dimensions are incomplete and/or in error, which results in delay of the construction schedule and/or modifications to either the equipment or the adjacent structures, the Purchaser will be solely responsible for all labor, materials and associated costs to correct the resulting situation.

If multiple mechanisms are specified for tanks that are described with identical general dimensions (diameter, length, width, depth, floor slope etc.), our price and schedule is based on each of the tanks being identical to each other. The price and schedule given does not include the additional costs and possible extension to the schedule if upon verification of the actual tank dimensions unique sets of equipment dimensions are required due to variances in the dimensions among the existing tanks that are of only similar size.

Walker Process Equipment is not responsible for the locations, conditions or dimensions of existing concrete, anchors or any equipment not furnished by Walker Process Equipment. Any repair, alterations or cleaning of existing structure, or any manpower and equipment necessary for alterations to the structure and/or installation of our equipment is not included in our price, or in our scope of supply.

TIME OF ACCEPTANCE: This offer to sell is subject to receipt of your purchase order on or before February 28, 2015. 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.

TERMS OF PAYMENT:

100% net 30 days upon shipment of materials, or upon offer of shipment.

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

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.

PRICE ADJUSTMENTS:

Due to continuing escalation in the cost of materials used by Seller to manufacture its products, the prices quoted are subject to escalation after Seller's receipt of Buyer's order through the date Seller is first able to purchase the materials required to manufacture the goods being sold to Buyer hereunder. Price increases based on escalation shall be determined by the applicable material indexes.

Increases in costs incurred by Seller from third party vendors and/or fabricators that exceed 2% of the cost used by Seller to determine the price quoted to Buyer for items not manufactured by Seller or for fabrication work performed with respect to the goods purchased by Buyer shall be passed through to Buyer based upon the actual price increase made by such third party.

Seller, in its sole discretion, shall determine whether to make price adjustments based on escalation or third party price increases. In either event, Seller shall give Buyer written notice of all price adjustments made pursuant to the foregoing provision. If Buyer does not agree to accept such price adjustments, Seller reserves the right to cancel this order, in which event Seller shall have no further obligation or liability to Buyer, provided, however, that Buyer shall be liable to Seller for the agreed upon purchase price for any goods or services received by Buyer from Seller prior to such cancellation.

TERMS AND CONDITIONS:

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

FIELD SERVICE:

Our prices include 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.

SCOPE OF SUPPLY

REPLACEMENT COMPONENTS PAHOKEE WASTERWATER FACILITY

WALKER PROCESS WILL SUPPLY:

The following tractor drives replacement components for the existing Swirl Mix Plant furnished by Walker Process Equipment in 1974 on contract number 74W353.

- Pier seals w/ fasteners Qty. 4
- · Seal clip Qty. 8
- Bolting tabs Qty. 8
- Back up rings Qty. 4
- Driven sprocket Qty. 1
- Drive sprocket Qty. 1
- Pillow Block Bearings Qty, 4
- Axles Qty. 2
- Drive Wheels Qty. 2
- Tires Qty. 2
- Bearing Mounting Plate Qty. 1
- Bearing Housing Qty. 1
- Bearing Cap Qty, 1
- Bridge Mounting Plate Qty. 1
- Gasket Qty. 2
- Rotek Bearing Qty. 2
- Felt Seal Qty. 1
- Oil Cap Qty. 1
- Oil level and Drain Qty. 1
- Springs Qty. 2
- 360 swivel ring Qty. 1
- Dust shield w/gasket Qty. 1
- lot of fasteners Qty, 1 lot
- Leveling Screws Qty. 4

SHOP PAINTING: All submerged and non-submerged ferrous surfaces will be shipped primer painted and finish painted painting by others.

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

SCOPE OF SUPPLY CONTINUED

<u>FIELD SERVICE</u>: As required, but not to exceed one (1) trip and five days of mechanical service. See page 7 of 10 if additional field service is required.

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.

Shipment, after Receipt of Order . . 8 to 10 weeks

EXCLUSIONS:

- Lubricating oil or grease
- Tools (no special tools are required)
- Spare parts
- Any item(s) not specifically indicated as provided in the above scope of supply

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS 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.

PAINTING: 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, Walker Process Equipment (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.

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 contings related to shipping damage or bandling damage. Any bruises, mars and/or somtches 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) before equipment is installed. WPE will not accept any backcharges 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 backcharges 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 WPB 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 fastoners 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 WPB on aluminum, stainless steel of other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 14" 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 14" 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, shaffing, 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."

ADELESTVE (EPOXY) ANCHORS: 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. Walker Process will not be responsible for damage or deterioration due to improper handling, exposure or inadequate proteotion.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. Walker Process 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 famish any erection aids he deems necessary.

ITELD SERVICE: Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our 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 assure the availability of servicemen, a minimum of four- (4) weeks advance notice will be required to schedule service requests. In most cases, this will enable us to schedule service when requested by Purchaser. If less than four (4) weeks notice is given, we cannot guarantee availability when requested, and also may result in premium charges to Purchaser's account.

In the event we arrive when requested, and the jobsite is not ready for the service, we will deduct the days/trips from the allotted time included in the scope, or invoice the Purchaser at the per diem rate plus actual travel expenses.

At the request of the Purchaser, we will furnish additional service of a field service representative at \$1,000 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 \$1,200 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 half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

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 SEIS, 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 EQUIPMENT BRIDGE, 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, 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.

TERMS AND CONDITIONS OF SALE

- 1. Acceptance of Orders. All orders received by Walker Process Equipment, a Division of McNish Corporation ("Seller") from a buyer ("Buyer") constitutes acceptance of Seller's Proposal and these Terms and Conditions of Sale. All purchase orders received by Seller are subject to Seller's approval of Buyer's credit and are contingent upon Seller's receipt of written approval of equipment submittals or written waiver thereof. Seller is neither a party to, nor bound by, the terms of any contract or agreements between Buyer and any other party.
- 2. <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 should 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.
- 3. <u>F.O.B. Point and Title</u>. 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.
- 4. Payment. 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.
- 5. Taxes. 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.
- 6. <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 with Seller.
- 7. <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.
- 8. <u>Backcharges</u>. No backcharges or delay in payment for goods or services furnished by Seller shall be made by Buyer without Seller's advance written approval. If Buyer assesses backcharges against Seller that are not approved in advance by Seller, Buyer shall be in breach of its contract with Seller, and Seller shall have no further obligation to continue performing any further work or service for Buyer.
- 9. <u>Changes, Delays and Unusual Costs.</u> If Buyer requests any changes in schedule that are later than those proposed herein, or causes changes to be made in design or construction of the products, or if the Buyer delays the progress of work covered by the quotation, the contract price will be adjusted to cover any increase or decrease in costs plus overhead and profit including but not limited to escalation, storage, re-painting, insurance, etc.
- 10. <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 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.
- 11. <u>Indemnification</u>. Seller will indemnify Buyer against direct damages caused by Seller's sole fault, provided, however, that Seller's maximum liability to Buyer for any such direct damages shall not exceed the purchase price of the goods sold to Buyer. Seller shall have no liability to Buyer for liquidated, consequential, incidental, or indirect loss or damages of any kind whatsoever, including loss of profits, which arise or are

alleged to arise from Seller's furnishing of goods or services to Buyer. Notwithstanding anything to the contrary contained herein, Seller shall have no liability to Buyer for direct or indirect damages arising from delays in delivery. Seller's liability for warranty claims is only as set forth in Seller's Warranty. The parties acknowledge that without the limitation of Seller's liability, as provided herein, the sale of the goods to Buyer would not be economically feasible.

- 12. <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.
- 13. <u>Disclosure</u>. Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to Seller's Proposal and these Terms and Conditions of Sale may include goods or services provided by another division of McNish Corporation.
- 14. Entire Agreement. Seller's Proposal, including these Terms and Conditions of Sale, constitute the entire agreement between Seller and Buyer, and supersede all prior agreements, whether oral or written, between Seller and Buyer with respect to the subject matter hereof. If any provision of these Terms and Conditions of Sale 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. Any assignment by Buyer, or any changes or modifications to Seller's Proposal and these Terms and Conditions of Sale, will be effective as to Seller only if written consent is first obtained from an authorized employee of Seller. This Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, heirs and legal representatives.

SELLER:

WALKER PROCESS EQUIPMENT, Division of McNish Corporation

Ву	to B				
Name/Title:	Ed Beverly, After Market Manager				
Date:	January 28, 2015				
ACCEPTED BY BUYER: Name of Company:					
By:					
Name/Title:					
Date:					

MECHANICAL WARRANTY

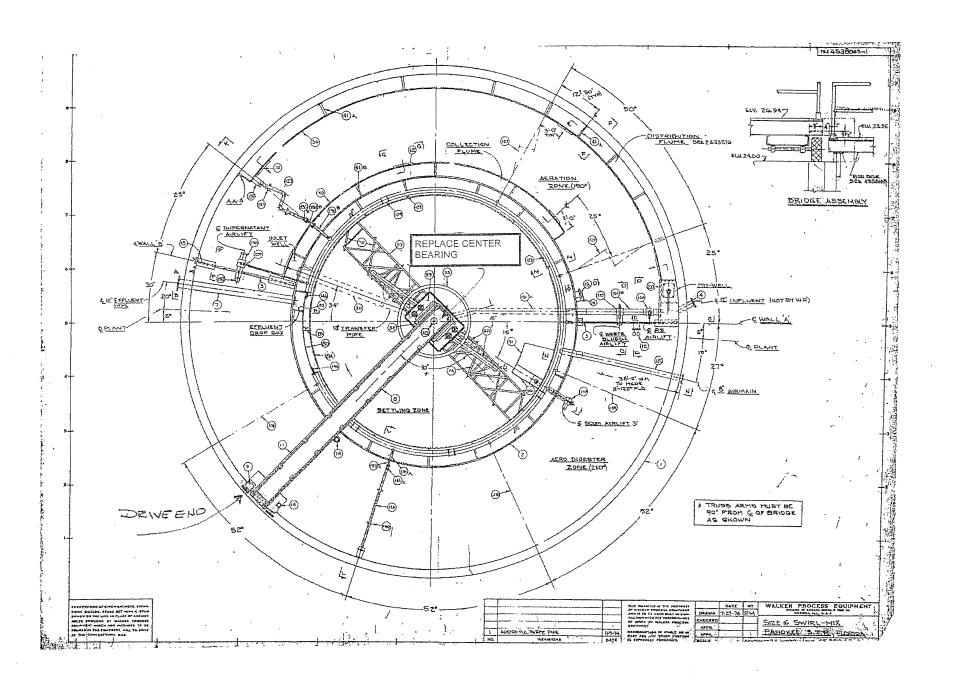
Walker Process Equipment, a Division of McNish Corporation ("Seller") warrants that all goods of its manufacture (the "Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer, any Goods which proves 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 one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

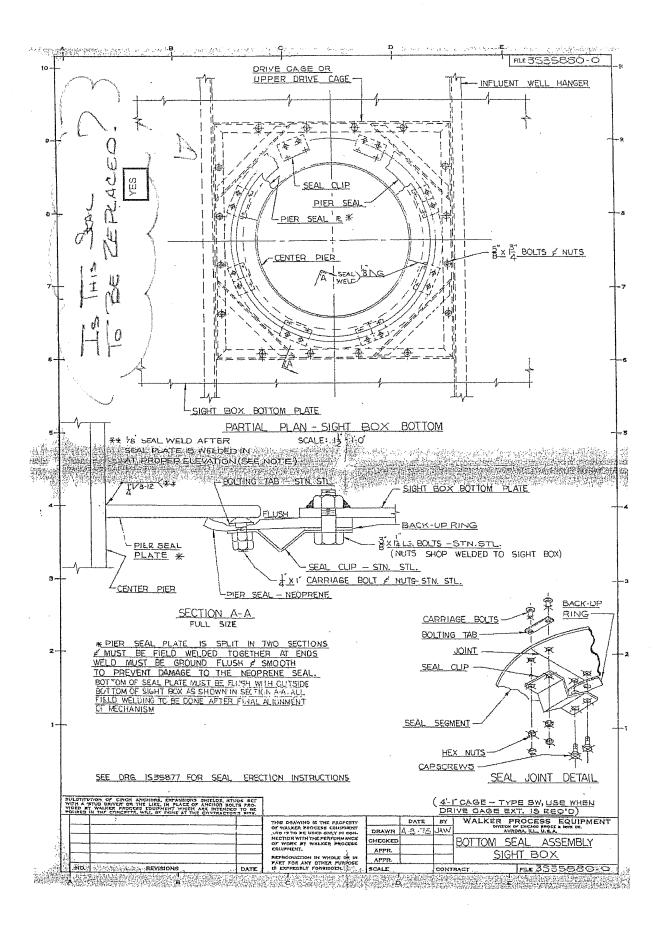
Buyer must promptly notify Seller, in writing, of any defect in materials or workmanship discovered by Buyer during the Warranty Period. Seller may, at its option, require Buyer to return any Goods to Seller's plant for repair or Seller may elect to replace the Goods, and Buyer shall be solely responsible for payment of all costs and expenses relating to the removal, transportation and reinstallation of the Goods so repaired or replaced. 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.

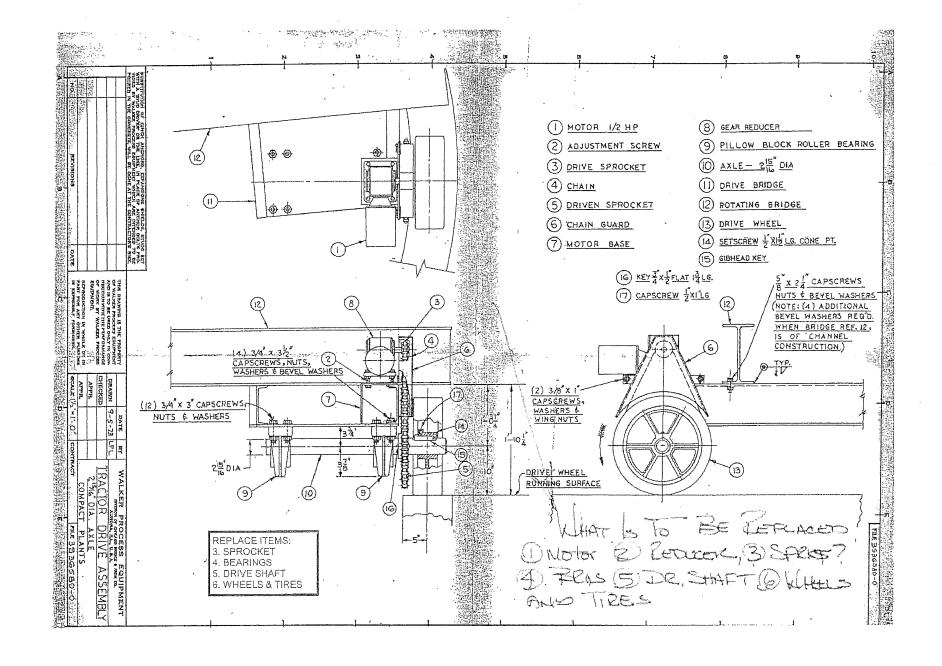
This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, is: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity 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.

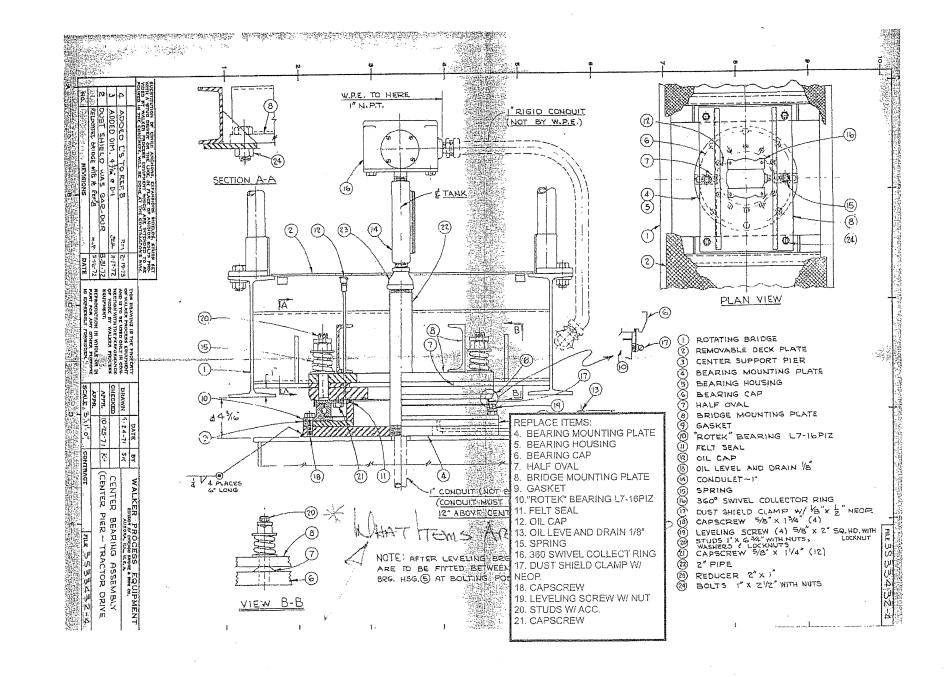
This Mechanical Warranty does not apply to goods or parts that are not manufactured by Seller, and the warranty, if any, provided by the original manufacturer shall apply to such Goods or part.

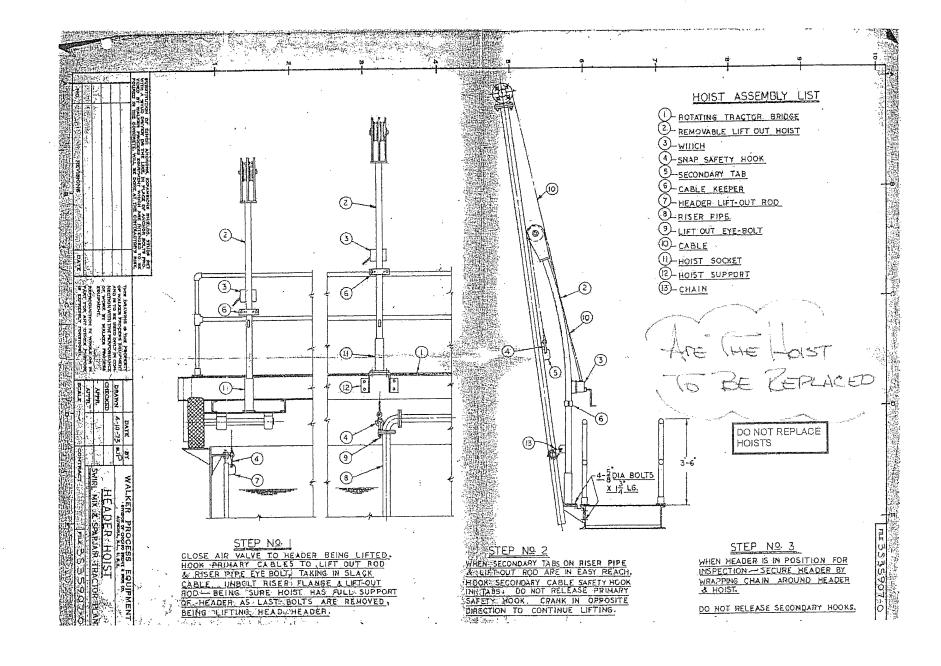
This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Purchaser 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.











February 4, 2015



Michael Brandao Cardinal Contractors, Inc. 5365 Stirling Rd. Fort Lauderdale, FL 33314

RE: Palm Beach County Utilities
Pahokee WWTP Screen and Press Replacement

Mr. Brandao:

At your request, we have prepared the following scope of work for the referenced project.

Rase Rid-

\$286,000.00

- 1. Furnish and Install
 - a. (1) EscaMax Perforated Plate Screen- Model EscaMax 4000/352/3.5 Screen as manufactured by Huber Technology, Inc.
 - b. (1) ROTOMAT WAP Screening Wash Press as manufactured by Huber Technologies, Inc.
- 2. Furnish Only
 - a. One Control Panel for Huber Screening System
- 3. Start Up and Training as provided by the manufacturer
- 4. Demolition and removal from site the existing JWC Auger monster. The equipment will be delivered to the location as selected by the Owner within Palm Beach County. Fl.
- 5. Demolition and Removal of the existing manual screen. The screen shall be delivered with the auger monster to a location as selected by the Owner within Palm Beach County.

Additive Scope-

\$250,000.00

1. Furnish and Install Second Huber Screen and Press

Total Bid-

\$536,000.00

Clarifications and Exceptions:

- 1. The proposed costs are based upon the proposal provided by Huber Technology dated February 3, 2015. It is assumed that the proposed equipment will meet the design criteria required by Palm Beach County and the flow and structural conditions present at the Pahokee WWTP.
- 2. R2T shall provide all equipment to lift and set the equipment in place. It is assumed that crane access is possible and will be in close proximity of the headworks structure.

1201 US Highway 1 Suite #220 North Palm Beach, FL 33408.

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- 3. R2T assumes that the flow can be diverted sufficiently enough with the existing slide gates to allow personnel access to the channel bottom for anchoring the new screen system. We assume there will be minimal leakage through the gates which can be managed with a small sump pump supplied by R2T.
- 4. R2T will not be responsible for cleaning any significant debris which may be present in the bottom of the influent channel. This area shall be cleaned in advance of our work.
- 5. R2T is not responsible for any structural support modifications to support the new system. Supports for the press equipment are by others.
- 6. R2T is not responsible for any concrete repairs which may be required within the channel area to insure proper placement and sealing of the new screen. All concrete rehabilitation is by others.
- 7. R2T shall provide but not install the control panel. It shall be delivered as scoped to Cardinal for installation by others.
- 8. R2T is not providing material or labor for any interconnecting piping to the screen or press.
- 9. Any modifications which may be made to design which alter the pricing of the manufacturer will be cause for a change order.
- 10. The lead times for submittals and equipment delivery after approval are provided within the Huber scope. It is assumed these are acceptable to Cardinal and Palm Beach County. Any acceleration of timelines which result $\,\cdot\,$ in increased costs shall be cause for change order.
- 11. The costs for the additive scope as listed above assumes the award of the base bid and additive scope shall be concurrent with the initial award of the contract. The work to install the second system will occur simultaneously with the base bid. Delays due to award or delays between installing the first and second screen system which is caused by others shall result in additional
- 12. Taxes at 6% for the screen systems are included in the base bid and additive scope costs.

Please review and don't hesitate or call with any questions.

Truly Yours

Jeff

Watson C=US Date: 2015.02,04 16:17:27 -05'00'

Jeff Watson, CGC Construction Manager R2T, Inc.

George

Digitally signed by George Ajy DN: cn=George Ajy, o=R2T, ou=R2T. email=george.ajy@r2tinc.com, Date: 2015.02.04 16:13:29 -05'00'

George Ajy, PE Vice President R2T, Inc.

BUDGETARY PROPOSAL

Customer: Jeff Watson – R2T, Inc.

1201 US Highway 1 – Suite 220 North Palm Beach, FL 33408

Project Name: Palm Beach County Utilities

Pahokee WWTP

Date: February 3, 2015

Huber Contact:

Regional Sales Manager: Steve Macomber

Email Address: steve@hhusa.net Phone Number: (704) 904-6349 (Steve)

Represented By:

Representative Firm: Moss Kelley

Representative Associate: John Mushinsky

Email Address: jmm@mosskelley:com Phone Number: (407) 805-0063 (W)

Equipment: EscaMax

Excellent Capture Rate

Compact Design

Suitable for Deep Channels

Easy retrofit Into Existing Channels

TECHNOLOCY

WASTE WATER Solutions

Huber Technology, Inc. 9735 NorthCross Center Court Suite A Huntersville, NC 28078

Phone: (704) 949-1010 Fax: (704) 949-1020

HUBER Technology, Inc

Rev. 2: 2/3/2015 Huber Technology, Inc. - 9735 NorthCross Center Court STE A - Huntersville, NC 28078 Phone (704) 949-1010 - Fax (704) 949-1020 - huber@hhusa.net - www.huber-technology.com

EscaMax® Perforated Plate Screen

Model: Two (2) x EscaMax 4000/352/3.5

Design Information:

1

Peak Hour Design Flow Per Screen: 3.0 MGD Downstream Water Level During Peak Flows: 16"

Maximum Headloss Across Screen at Maximum Design Flow at 40% Blinding: 20"

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Wash Water Demand: 5gpm @ 75psi Approximate Screen Weight: 2,800 lbs

Blinding Level	Velocity in Channel	:Head Loss	Water Level in Front of the Screen	Velocity in Perforation
[%]	[ft/sec]	[inch]	[inch]	[ft/sec]
10	1.09	14	30·	4.78
20	1.00	15	31	4.96
30	0.93	17	33	5.28
35	0.89	18	34	5.45
40	0.86	20	36	5,67

Including:

- 316 Stainless Steel construction with full submersion passivation for superior corrosion resistance.
- Channel Depth: 4' − 6"
- Channel width: 2' − 0"
- Screen width: 14" (352 mm)
- Perforations: 1/8" (3.5 mm)
- Inclination: 60°
- Screen Covers in 316 stainless
- Support legs in 316 stainless
- One (1) solenoid valve, Class 1 Division 1, 2-way, brass body, 110 VAC, 60 Hz
- Main drive motor, Class 1 Division 1, 0.75-HP, 480 VAC, 3 phase, 60 Hz
- Brush motor, Class 1 Division 1, 2-HP, 480 VAC, 3 phase, 60 Hz
- Control Panel, Including:
 - o NEMA 4X 316 Stainless Steel Enclosure
 - o VFD, Square D Altivar 312 w/ MCP Branch Circuit [Screen 1HP Max]
 - o VFD, Square D Altivar 312 w/ MCP Branch Circuit [Brush 2HP Max]
 - o TVSS, Single Phase, 120VAC
 - o Control Power Transformer, 480-120 with Branch Circuit
 - o PLC: AB MicroLogix 1400
 - o OIT: AB PanelView Plus 400 Color Touch
 - o Pre-programmed & Factory Tested
 - o UL Label
 - o HydroRanger 200, NEMA 7, Single Point (Each Screen)
 - o Float Switch, 316SS, 30' Cable (Each Screen)
 - o 3-hole, NEMA7 LCS (Each Screen)

HUBER Technology, Inc

Rev. 2: 2/3/2015

Huber Technology, Inc. – 9735 NorthCross Center Court STE A - Huntersville, NC 28078 Phone (704) 949-1010 - Fax (704) 949-1020 - huber@hhusa.net - www.huber-technology.com

2 ROTAMAT WAP Screening Wash Press

Model: Two (2) x WAP / 2

<u>Design Information:</u> Throughput: 70ft³/hr

Volume reduction of up to 70% Weight reduction of up to 40%

Wash Water Demand: 13gpm @ 60psi

Approximate Weight: 530 lbs

Including:

- 316 Stainless Steel Construction with Full Submersion Passivation for Superior Corrosion Resistance.
- 316 Stainless Steel Screw Auger with Increasing Thickness and Nylon Brushes
- Class 1 Division 1 Motor, 5-HP, 480 VAC, 3 phase, 60 Hz, S.F. 1.0
- Perforated Drain Under Washing and Compression Zones
- Support Legs
- Drain Pan with 3 ½" Connection
- Discharge Pipe with 8" ANSI Flange Connection
- Enclosed Feed Trough with Inspection Door
- Three (3) Washing Points with Two (2) Solenoid Valves, Class 1 Division 2, 2way brass body, 110 VAC, 60 Hz

3 Manufacturer's services

Including:

- One (1) trip, five (5) days total onsite to inspect the final installation, supervise initial start-up and operation and to train operating personnel in the proper operation and maintenance of the system.
- Additional services are available on a per diem rate upon request

Budgetary Pricing:

ITEM	EQUIPMENT	PRICE
1	EscaMax® Perforated Plate Screen	Included
2	ROTAMAT WAP Screening Wash Press	Included
3	Manufacturer's services	Included
1-3	TOTAL	\$450,000

Rev. 2: 2/3/2015

HUBER Technology, Inc. Huber Technology, Inc. + 9735 NorthCross Center Court STE A - Huntersville, NC 28078
Phone (704) 949-1010 - Fax (704) 949-1020 - huber@nhusa.net - www.huber-technology.com

<u>Notes</u>

- 1. Equipment specification is available upon request
- 2. If there are site-specific hydraulic constrains that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system
- 3. Electrical disconnects required per local NEC code are not included in this proposal
- 4. Huber Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment whichever occurs first
- 5. Budget estimate is based on Huber Technology's standard Terms & Conditions and is quoted in US\$ unless otherwise stated
- 6. Huber has estimated the Control Panel cost based information provided with the RFQ. If control panel information is not provided with RFQ Huber will use a cost and scope of supply based on our standard panel. Huber reserves the right to change the price and scope at time of bid based on the final plans and specifications.

Rev. 2: 2/3/2015

HUBER Technology, Inc.
Huber Technology, Inc. 9735 NorthCross Center Court STE A - Huntersville, NC 28078
Phone (704) 949-1010 - Fax (704) 949-1020 - huber@hhusa net - www.huber-technology.com



Terms and Conditions

The proposal is dependent on customer's acceptance of the attached Huber Technology, Inc. Standard Terms and Conditions.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Jobsite
- Price does not include installation or building modifications
- Price quotation is valid for 60 days from the date of this proposal. After expiration of validity Huber reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days) 80% upon delivery of equipment (net 30 days) 10 % upon start-up of equipment (net 30 days)

Submittals

Huber Technology will provide documentation to the customer per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of Huber Technology O&M manuals prior to equipment start-up.

Shipment

Huber Technology will maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond Huber's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Huber.

<u>Accessories</u>

This proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of Huber's machines and systems are manufactured from 316 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This

Rev. 0 : 2/4/2015



proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H2S) in the equipment operating environment shall be kept below the following values:

- Chloride < 400 mg/l
- Hydrogen sulfide H2S < 6 ppm

Purchase Orders

All purchase orders are to be faxed or mailed to:

Huber Technology, Inc.

9735 NorthCross Center Court, Suite A

Huntersville, NC 28078 Phone: (704) 949-1010 Fax: (704) 949-1020

All purchase orders are subject to acceptance by Huber Technology, Inc.

Warranty

Huber warrants the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended solely under the operating conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on jobsite
- Local, State or Federal taxes or fees
- Foundation design and engineering (Huber will furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in Huber scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bins(s).

Project Management

Huber will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for Huber equipment
- Coordination with Huber manufacturing on materials procurement and fabrication to and with Huber shipping/logistics to ensure Huber commitments are maintained.

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Erection, training and Start-up assistance

A certified Huber Service Technician can normally be at the jobsite within two (2) weeks after customer's request to Huber for equipment start-up and commissioning assistance. Huber will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the purchaser's request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight hours per day.

- At the request of the purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- Expenses are defined as the costs of travel from Huber's location to the point of installation and return; together with accommodation and living expenses during the period of field service.
- Charges for all time involved will be invoiced, including delays which are beyond Huber's control.

Equipment Standard

Any deviations from the Huber standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. Huber reserves the right to charge adders to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in Huber's scope of supply.

Shop painting

Gears and motors will receive three layers of painting, two layers of primer and a finishing layer with synthetic resin varnish.



Huber Technology, Inc. Terms and Conditions of Sale

- 1. GOVERNING TERMS: The Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Huber to Purchaser. Acceptance of Huber's offer or counteroffer by acknowledgement is expressly limited to these terms and conditions and those stated in any Huber proposal or acknowledgement. Huber hereby gives notice of objection to any different or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Huber unless specifically accepted in writing by an authorized representative of Huber. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by Huber. The terms and conditions in a Huber order acknowledgement take precedence if inconsistent with those stated below.
- 2. PRICING: Unless otherwise stated therein, prices quoted are valid for acceptance within 60 days of the date Huber's proposal. If purchaser causes or requests delays in manufacture or shipment beyond 6 months from acceptance of purchase order, Huber shall have the right to price increase based on any actual escalation in labor, material, overhead, and component costs. Huber also reserves the right to charge purchaser for any reasonable storage costs caused by such delays.
- 3. PAYMENT TERMS: Huber will extend credit to Purchaser and accept payment of the full net invoice within 30 days of receipt by Purchaser, subject to a satisfactory credit check and approval by the Huber Credit Department. Should any investigation reveal grounds for insecurity of payment at any time, Huber reserves the right to demand payment terms which adequately assure Huber of Purchaser's expected payment or to withhold shipment until such terms are reached or payment is received. Late payments shall be subject to a 1.5% per month finance charge.
- 4. **RETAINAGE:** Retainage, in any case, is limited to 10% of the contract value and is due upon completion of the terms of the contract.
- 5. TAXES: Purchaser shall pay directly or reimburse Huber for payment of any and all applicable sales, use, excise or other taxes. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend, and hold Huber harmless from any loss, cost or expense related to exemptions.
- 6. SHIPPING: All equipment and components will ordinarily be shipped in one lot by the lowest cost method at the discretion of Huber. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be Delivered Duty Paid (DDP) to the jobsite. Delivery by the freight carrier to the Purchaser shall transfer to Purchaser the risk of loss or damage and the risk of meeting Purchaser's project schedule.
- 7. DELIVERY DATES: All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Huber's control, including unusual weather conditions, acts of God or government, accidents, labor dispute (including lockouts), or damage or breakdown at Huber plant. Huber will use its best efforts to meet promised delivery dates, but under no circumstances shall Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Huber within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of 6 months after order acceptance and/or approval of submittals is

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agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

- 8. GOODS ACCEPTANCE: It is Huber's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of two weeks from delivery date. If a written report is not submitted to Huber within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, and is duly accepted by the Purchaser.
- 9. FIELD SERVICE: "Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that Huber Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Huber, nor are its Field Service representatives authorized to bind Huber with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by Huber. This paragraph shall apply to any and all initial and subsequent Field Service provided by Huber relating to the equipment sold to the Customer. Any field service work performed at site after expiration of the initial warranty period is warranted for 60 days after the work has been completed.
- 10. **CANCELLATIONS:** Purchaser may not cancel or terminate its order without the written consent of Huber and payment of Huber's associated costs, effort expended, and loss of anticipated profit.
- 11. GOVERNMENT STANDARDS: Huber's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by Huber in its proposal.
- 12. LIMITED WARRANTY: Huber warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first. Huber will replace, modify or repair,

at its sole option, any such defective component or equipment at no charge provided that Huber is notified promptly in writing of any claimed defect. If requested by Huber, any such defective part or component shall be returned to Huber, freight prepaid. Huber will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Huber. Warranty shall be voided for any misuse of equipment, operation under conditions other than those defined by Huber in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of Huber. For any billable repairs completed outside of the initial warranty period, a 60 day guarantee on work performed and parts supplied will apply.



THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY
OTHERS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A
PARTICUL AR PURPOSE.

- 13. **EXCLUSIVE REMEDIES:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Huber of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Huber, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy excludes any other consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of Huber equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which Huber has no control such as building design or configuration.
- 14. **LIMITATION OF LIABILITIES:** Huber shall not be liable in contract, tort or otherwise any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Huber's total liability of any type exceed 10% of the purchase price.
- 15. **INDEMNIFICATION:** Huber shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Huber in the design or manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Huber. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Huber of any occurrence which may require indemnification. Purchaser permits Huber to assume the defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Huber in defense and settlement.
- 16. TITLE: Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with Huber until the full purchase price is paid by Purchaser. Until such time, Huber may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of Huber Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by Huber to maintain Huber's rights in, and title to such equipment.
- 17. **GOVERNING LAW:** The transaction between Purchaser and Huber shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of North Carolina without regard to its conflict of laws provisions.
- 18. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration conducted in Huntersville, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
- 19. **ASSIGNMENT:** Purchaser shall not assign any of its rights or obligation without the express prior written consent of Huber. Such consent may be withheld, delayed or conditioned at Huber's sole

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discretion. The transaction between Purchaser and Huber shall not be construed to confer or create a third party beneficiary relationship with any other entity.

Energy Efficient Electric, Inc. 1600 Mercer Ave. Unit 6 West Palm Beach, FL. 33401 Phone (561) 655-7211 Fax (561) 655-9661 Mobile (561) 722-1381 E-Mail Address: rene@energyeff.com

State License #EC 0001096

January 23, 2015

Electrical Scope of Work Pahokee WWTP Headworks

Ouote # 30952

We are pleased to provide your firm with our scope and proposal for the necessary electrical work on the above referenced project. Our scope and proposal is based on a design build site visit with Cardinal, Hillers and Jose Pozo with Palm Beach County on January 20th, 2015.

Included:

- 1. Demo existing barscreen control panel and wire.
- 2. Install new barscreen control panel furnished by others by the second mechanical barscreen trough.
- 3. Furnish and install conduit and wire for the new barscreen (2) motors, solenoid and (2) level transmitters.
- 4. Furnish and install new aluminum conduit and (4) shielded twisted cable from the new control panel to the existing PLC in the electric room.
- 5. Replace existing copper ground ring on top of the headworks and the (2) down leads with tin coated wire. Reconnect existing aluminum tails to the new ground ring.
- 6. For the optional barscreen replace the existing control panel with new furnished by others.
- 7. Reuse existing conduits to the two motors, level transmitters and solenoid. Install new sealoffs and wire.
- 8. For the treatment unit disconnect existing drive motor, furnish and install new sealtight and wire from the existing disconnect.
- 9. For the secondary clarifier, disconnect existing drive motor, furnish and install a short piece of conduit, sealtight and wire from the existing disconnect. Typical of 2.
- 10. For the primary clarifier, disconnect existing drive motor, furnish and install a short piece of conduit, sealtight and wire from the existing disconnect.

Excluded:

- 1. Control panel, barscreen solenoid's and level transmitters.
- 2. Permit fees if required.
- 3. Any additional PLC cards required.
- 4. Programming.

BI 100 Headworks Base Bid Electrical	<u>\$36,000</u>
BI 110 Optional 2nd Barscreen Electrical	\$ 15,000
BI 300Treatment Unit Electrical	\$ 1,300
BI 400 Secondary Clarifier Electrical	\$ 2,600
BI 500 Primary Clarifier Electrical	\$ 1,300

Residential ---- Lighting Systems ---- Commercial ---- Industrial

CHASERSAIDRANDAO DROPBONSHINNY PBC OPTIMIZATION DESIGN BUILDWAWN, ITEM 01 - PAIJOKEG-ELECTRICAL SCOPE RI DOC

Energy Efficient Electric, Inc. 1600 Mercer Ave. Unit 6 West Palm Beach, FL. 33401 Phone (561) 655-7211 Fax (561) 655-9661 Mobile (561) 722-1381 E-Mail Address: rene@energyeff.com We appreciate the opportunity to quote your organization on this project. If you have any

questions, please call me at the office.

Thank You Very Kind	lу,
Rene Viau	

Vice President

HEE

HILLERS ELECTRICAL ENGINEERING, INC.

January 26, 2015

James A. Hart, P.E. Sr. Project Manager Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316

Subject: City of Pahokee WWTP Improvements

Dear James;

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Calvin, Giordano & Associates, Inc. a proposal for the electrical and instrumentation portion as well as PLC programming of the above referenced design build project. Our scope will consist of the following:

- Site Visit
- Design Phase (60% and 100% submittal) and attend review meetings
- Building Department Permitting Service
- Specialty Inspection Site Visits (not to exceed 4 visits, including preliminary punch list and final punch list site visits)
- Shop Drawings Review
- Start-up and testing Assistance
- Record Drawings
- Electrical and Instrumentation and Controls (I&C) system upgrades will include the following:
 - o Design a new perforated plate screen control panel and associated electrical and controls at Headworks Structure.
 - O Design an alternate 2nd perforated plat screen control panel and associated electrical and controls at Headworks Structure.
 - Design a replacement of the existing lightning protection system and grounding system with new correct materials (Bare Tinned Copper – BTC) for Headworks Structure, including down conductors at light poles.
 - o Design a refurbishment of existing Walker Plant center drive.
 - o Design a refurbishment of existing clarifier drive (typical of three).
 - Design removal of the existing exposed conduits located at the
 existing Walker Plant, three clarifiers before the existing structures
 are to be cleaned, blasted, and repaired and installation of
 conduits/wires after existing structure modifications are completed.
 - Perform the PLC programming for the interface status signals from the new perforated plate screen control panel and corresponding upstream and downstream analog signals.

Our proposed electrical and instrumentation services lump sum fee is \$ 28,693.60.	28,693.60
Our proposed PLC programming lump sum fee is \$9,588.80.	9,588.80
Our proposed additional fee for the alternate 2 nd perforated plate screen system is \$9,885.20.	9,885.20
HEE wishes to thank Calvin, Giordano & Associates, Inc. for the opportunity to provide this proposal. Please do not hesitate to call me if you have any questions regarding this proposal or any other matter.	48,167.60

Sincerely,

Shewhi

Thein Win, P.E.

File: CGXX Pahokee WWTP Scope.doc

Henderson's Sani-Service Systems, Inc. 257 SE Dr. MLK Jr. Blvd. Belle Glade, Fl. 33430 Phone (561) 996-2298 Fax (561) 996-8646

Kay4167@aol.com Web: hendersonsgarbageandtoilets.com



Proposal Submitted to: Phone: 954-587-0522

Date: 2015	5	Job Location: All			
Name: AT	T: Name: All				
Street:			Street:		
City:	State:	Zip:	City:	State: FL	Zip:
Monthly P	ortable Toilets eac	sh			\$80,00
Monthly Po	ortable Hand Was	h Station	********		\$125.00
Delivery ar	nd Set Up Fee Eac	h Unit			\$20.00
Damage W	aver per unit		***************************************		\$8.00
20 Yard Ro	oll Off Dumpster	each pull construc	tion	\$17	5.00 plus dump ticket
					00 plus dump ticket
Demolition	i, Concrete & Roc	fing Dumpsters 2	0 and 30 yard each	pull\$1	75.00 plus dump ticket
300 Gallon	ı Holding Tanks e	ach pumped once	a week		\$175.00
300 Gallon	Holding Tanks e	ach pumped twice	a week	***********	\$225.00
Hook Up F	ee each				\$65.00
8'x40' Stora	age Container Pair	nted and Delivere	d,		\$3,500,00
8'x20' Stora	age Container Pair	nted and Delivere	d		\$2,800.00

ALL UNITS SERVICED TWICE A WEEK.

Our units meet OSHA requirements for farm and construction units and because of our experience, our service provides some distinct advantages. We use antibacterial hand soap in for better sanitation. Over time we have tested many toilet chemicals and found that the chemical we use is best suited to the Florida climate for eliminating odor and bacteria. We cater to farms and our equipment is tailored to meet the various environments that can be encountered on a farm. The trucks are four-wheel drive, have radio contact with our office and our drivers are bilingual. Should you require special equipment, such as shower/eye wash stations we are able to build them or other equipment to your specifications.

Henderson's Sani Service Systems, Inc. has been in business since 1946 and is family owned and operated. Thank you for your time and for considering our services. We hereby propose to furnish labor and materials - complete in accordance with the above specifications, with payments to be made as follows: As of January 1, 2004, payment is due in full upon customer's receipt of invoice. Customer agrees that (a) a late charge of 1.5% per month will be added to any unpaid balance if the balance is not paid in full within thirty (30) days of the date the invoice is rendered, and (b) it will pay all reasonable attorney's fees and costs incurred by Henderson's Sani Service Systems, Inc. in collecting any amounts unpaid by customer, including post-judgment collection proceedings to collect or enforce any judgment obtained representing such unpaid amounts.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within $\underline{90}$ days and is void thereafter at the option of the undersigned.

Authorized Signature	William P Hickson
Henderson's SSS, Inc.	by: /s/ William P. Hickson, Vice President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY:	
Date:	Signature:
Print Name:	Title :



Quotation

DATE January 29, 2015

12140 Metro Parkway Suite K Fort Myers, FL 33966 Phone (239) 939-7622 Fax (239) 939-1543

To: Cardinal Contractors Project: Pahokee WWTP Location: Pahokee Fl

Description Service Painting of Florida is pleased to provide a quotation for the following items, per the attached scope sheet:	Amount
PROJECT PRICING: Base Coal-Tar System: • System within Clarifiers & Package Plant: - Coal-Tar Epoxy @ 16-20 Mils DFT • System for bridges, motors, & yard mechanical: - Primer: Epoxy @ 4-6 Mils DFT, Polyurethane @ 3-5 Mils DFT	\$ 230,068.00
Upgrade to Tnemec 446 System: • System within Clarifiers & Package Plant: - Tnemec 446 @ 14-20 Mils DFT • System for bridges, motors, & yard mechanical: - Primer: Epoxy @ 4-6 Mils DFT, Polyurethane @ 3-5 Mils DFT - Add 2% for P&P Bond	\$ 243,791.00

Best Regards,

SERVICE PAINTING OF FLORIDA

Brad R. Ervans

Heavy Industrial & Petrochemical Manager 12140 Metro Parkway, Suite K Fort Myers, FL 33966 239-939-7622 PH 239-939-1543 FAX

<u>E-mail: bradervans@servicepainting.net</u> <u>Web Site: www.servicepainting.net</u>



AND Industrial Painting – Sandblasting– Waterproofing ING Cementitious Coatings– Farrow Sandblasting System– Crack Injection Floor Coating– Plural Component– 40K P.S.I. UHP



January 28, 2015

Quote #15697

Cardinal Contractors, Inc. 10405 Technology Terrace Lakewood Ranch, FL 34211

Attention: Mr. Justin Randolph, PM

RE: Pahokee Wastewater Treatment Plant

Subject: Inspections

Regarding the subject above, Southland Painting Corp. quotes as follows as:

- \$1,000.00 per visit for a 24 hr. period (this could be 1, 2, or more visits a day in a 24 hour period.)
- A written inspection report will follow with each visit.

Please feel free to email or call me if you need more information.

Hoping to be favored with your order, I remain

Sincerely Yours

Jessie R. Foster

President

NACE Certified Coatings Inspector Level III #37106

Concrete Coating Inspector #44713

Southland Painting Corp

Certified SSPC - QP 1 Contractor

Certified SSPC - QP 2 Contractor

www.southlandpaintingcorp.com

954-854-3138 cell, 954-748-2770 office, 954-748-2901 fax

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