

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 19, 2021

Consent [X]  
Public Hearing [ ]

Regular [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Change Order (CO) No. 4 with Florida Design Drilling Corporation (FDD) for the Water Treatment Plant No. 11 (WTP11) High Service Pump Station Electrical Building Improvements (Project) in the amount of \$61,493.81 and for an additional one hundred and eighty (180) calendar days of project time extension.

**Summary:** On September 10, 2019, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities (PBCWUD) Contract for the WTP11 High Service Pump Station Electrical Building Improvements Project (R2019-1372) in the amount of \$3,590,000.00. The Contract provides for construction of a new flood-resilient high service pump station electrical building and the installation of process analyzers to improve monitoring and control of the water treatment process at WTP11.

CO No. 4 provides for modifications to the fire alarm and fire suppression systems, settlement of a delay claim, and a credit for thermographic survey of the electrical equipment that was removed from the Contract. CO No. 4 will increase the Contract by \$61,493.81 and extend the Contract time by 180 days. CO No. 4 exceeds the approval limits in County PPM CW-F-050 and requires BCC approval.

This Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On May 1, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal. The contract with FDD provides for 47.60% SBE participation, which includes 1.06% M/WBE, 0.76% MBE (H), and 0.30% WBE. CO No. 4 includes 47.21% SBE participation, which includes 1.03% MBE, 1.03% MBE (H). The cumulative SBE participation including CO No. 4 is 45.71%, which includes 1.09% M/WBE participation, 0.72% MBE (H), and 0.36% WBE. FDD is a Palm Beach County based company. The Project is included in the PBCWUD FY22 budget. (PBCWUD Project No. 18-005) District 6 (MJ)

**Background and Justification:** The Project has reached Substantial Completion with PBCWUD recognizing beneficial use of the new Electrical Building and associated equipment. During the final inspection of the fire suppression and fire detection systems, Facilities Development & Operations Department, Electronic Services and Security Division (ESS) identified several needed improvements. To complete the improvements to the fire suppression and fire detection systems FDD requires an additional one hundred and eighty (180) calendar days. CO No. 4 also includes a settlement of \$20,414.23 for a seven (7) day delay claim and a credit for a thermographic survey that was not required and was therefore removed from the Contract.

**Attachments:**

1. Three (3) Originals of Change Order No. 4
2. Location Map
3. Certificate of Liability Insurance

Recommended By:

*Al Bayat*

Department Director

9/22/21

Date

Approved By:

*W. J. Blum*

Assistant County Administrator

10/6/2021

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2022            | 2023     | 2024     | 2025     | 2026     |
|--|-----------------|----------|----------|----------|----------|
| Capital Expenditures                           | \$61,494        | 0        | 0        | 0        | 0        |
| Operating Costs                                | 0               | 0        | 0        | 0        | 0        |
| External Revenues                              | 0               | 0        | 0        | 0        | 0        |
| Program Income (County)                        | 0               | 0        | 0        | 0        | 0        |
| In-Kind Match County                           | 0               | 0        | 0        | 0        | 0        |
| <b>NET FISCAL IMPACT</b>                       | <b>\$61,494</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <b>0</b>        | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

**Budget Account No.:** Fund 4011 Dept 721 Unit W026 Object 6541

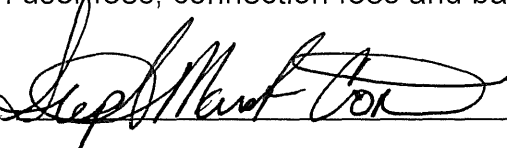
Is Item Included in Current Budget? Yes X No     

Does this item include the use of federal funds? Yes      No X

Reporting Category N/A

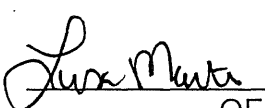
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

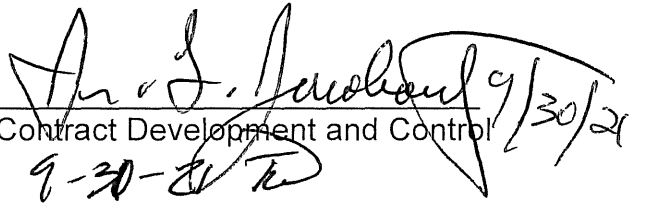
One (1) time expenditure from user fees, connection fees and balance brought forward.

C. Department Fiscal Review:  GE

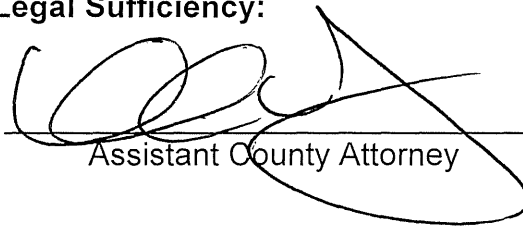
**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 9/23/21  
OFMB 9-23-21 BC 9/23

 9/30/21  
Contract Development and Control 9-30-21

**B. Legal Sufficiency:**

 10/5/21  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

CHANGE ORDER NO. 4  
Palm Beach County Water Utilities Department  
**HIGH SERVICE PUMP STATION ELECTRICAL BUILDING IMPROVEMENTS**  
Resolution No. R2019-1372 Contract Dated September 10, 2019

**Project Title: Water Treatment Plant No.11 High Service Pump Station Electrical Building Improvements**

**PBCWUD Project No.: 18-005**

**Contractor: Florida Design Drilling Corporation**

**Address: 7733 Hooper Road, West Palm Beach, FL 33411**

**Budget Line Item No.: 4011-721-W026-6541**

**District: 6**

**Notice to Proceed: 11-1-2019**

The Contract provides for 47.60% SBE participation, which includes 1.06% M/WBE participation, 0.76% MBE (H), and 0.30% WBE. This Change Order No. 4 includes 47.21% overall participation which includes 1.03% MBE (H). The cumulative SBE participation, including this Change Order is 45.71%, which includes 1.09% M/WBE participation, 0.72% MBE (H), and 0.36% WBE.

**You are directed to make the following changes in this contract:**

Add \$42,729.58 to the contract for modifications to the fire alarm and fire suppression system. Also, an additional 180 calendar days to complete the work.

Add \$20,414.23 to the contract to settle a seven (7) working day(s) delay claim.

Deduct (\$1,650.00) from the contract for a thermographic survey not required and removed from the contract.

**Total: \$61,493.81**

All Attachments to this Change Order are made a part of this Change Order and incorporated herein.

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NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES THEIR AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

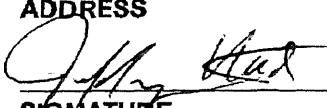
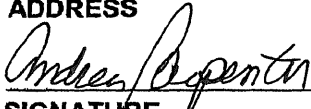
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CHANGE ORDER NO. 4  
Palm Beach County Water Utilities Department  
**HIGH SERVICE PUMP STATION ELECTRICAL BUILDING IMPROVEMENTS**  
Resolution No. R2019-1372 Contract Dated September 10, 2019

|   |                            |
|---|----------------------------|
| The Original Contract Sum was.....  | <u>\$3,590,000.00</u>      |
| Net Change by previous Change Order.....                                      | <u>\$149,234.05</u>        |
| The Contract Sum prior to this Change Order was.....                          | <u>\$3,739,234.05</u>      |
| The Contract Sum will be <b>increased/decreased</b> by this Change Order..... | <u>\$61,493.81</u>         |
| The New Contract Sum indicating this Change Order will be.....                | <u>\$3,800,727.86</u>      |
| The Contract Time will be <b>increased/decreased</b> by.....                  | <u>(180 Calendar Days)</u> |
| The Date of Substantial Completion including this Change Order.....           | <u>3/24/2021</u>           |
| The Date of Final Completion including this Change Order.....                 | <u>11/29/2021</u>          |

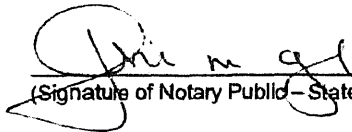
CHANGE ORDER NO. 4  
 Palm Beach County Water Utilities Department  
**HIGH SERVICE PUMP STATION ELECTRICAL BUILDING IMPROVEMENTS**  
 Resolution No. R2019-1372 Contract Dated September 10, 2019

Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.

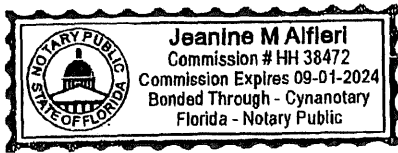
|   |  |   |
|---|--|---|
| Florida Design Drilling Corporation<br><hr/> <b>CONTRACTOR</b><br><hr/> 7733 Hooper Road<br>West Palm Beach, FL 33411<br><hr/> <b>ADDRESS</b><br><br><hr/> <b>SIGNATURE</b><br><hr/> Jeffrey Holst<br><hr/> <b>PRINT NAME</b><br><hr/> Senior Vice President<br><hr/> <b>TITLE</b><br><hr/> 8/30/21<br><hr/> <b>DATE</b> | Kimley Horn and Associates,<br>Inc.<br><hr/> <b>ENGINEER</b><br><hr/> 1920 Wekiva Way, Suite 200<br>West Palm Beach, FL 33411<br><hr/> <b>ADDRESS</b><br><br><hr/> <b>SIGNATURE</b><br><hr/> ANDRES CARPENTER<br><hr/> <b>PRINT NAME</b><br><hr/> Project Manager<br><hr/> <b>TITLE</b><br><hr/> 8/31/21<br><hr/> <b>DATE</b> | Palm Beach County<br>Board of County Commissioners<br><hr/> <b>OWNER</b><br><hr/> 301 N. Olive Avenue<br>West Palm Beach, FL 33401<br><hr/> <b>ADDRESS</b><br>DR 8/31/21 MB<br><hr/> <b>SIGNATURE</b><br><hr/> Dave Kerner<br><hr/> <b>PRINT NAME</b><br><hr/> Mayor<br><hr/> <b>TITLE</b><br><hr/> <hr/> <b>DATE</b> |
|---|--|---|

STATE OF FLORIDA  
 COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30th day of August, 2021, by Jeffrey Holst who is  personally known to me or  has produced \_\_\_\_\_ as identification.

  
 (Signature of Notary Public - State of Florida)

JEANINE M AIFIERI  
 (Print, Type, or Stamp Commissioned Name of Notary Public)



Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
 County Attorney

Attest: Joseph Abruzzo, Clerk of the Circuit Court  
 & Comptroller, Palm Beach County

By: \_\_\_\_\_  
 Deputy Clerk

# Kimley»Horn

April 14, 2021

Krystin Berntsen, P.E., PMP  
Director, Engineering Division  
Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

**RE: Contract for Consulting/Professional Services  
Water Treatment Plant #11 High Service Pump Station Electrical Building Improvements  
Project No. WUD 18-005 (R2019-1372)  
Kimley-Horn and Associates, Inc. Delegated Signature Authority**

Dear Ms. Berntsen,

I, Kevin Schanen, as Senior Vice President of Kimley-Horn and Associates, Inc., certify to Palm Beach County Water Utilities Department that the following individuals have authority to sign various design and/or engineering services during construction related documents, including but not limited to, payment applications, consultant invoices, all OEBO Schedule forms, contractor payment applications, contractor change order requests, project certifications, and all similar documents necessary to perform our scope of services for the projects assigned under the above-referenced Contract for Consulting/Professional Services between Palm Beach County and Kimley-Horn and Associates, Inc.:

Mark Miller, P.E.  
Toral Hertzberg, P.E.  
Samantha Graybill, P.E.  
Andrea Carpenter, P.E.  
Nick Black, P.E.  
Lance Littrell, P.E.  
Denise Palmatier, P.E.

Should you have any questions, please contact me at (561) 840-0820. Thank you.

Very truly yours,



Kevin M. Schanen, P.E.  
Sr. Vice President

# Kimley»»Horn

September 16, 2021

## Certificate of Secretary

To Whom It May Concern:

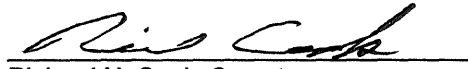
I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2020 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

  
Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 17, 2020

**ATLANTIC**

**BALTIMORE**

Falk, Katherine W.  
Kraft, Jonathan H.

**HOBOKEN**

Gibson, Adam T.

**NEWPORT NEWS**

Collins, Carroll E.

**NORTHERN VIRGINIA**

Byrd, Michael N.  
Carter, Erica V.  
Elman, Paul D.  
Giffin, Geoffrey D.  
Hall, Lori A.  
Kauppila, John L.  
Lefton, Steven E.  
Martin, Robert J.  
Musson, David B.  
Sauro, Thomas J.  
Stevens, Ross S.  
Whyte, Richard D.

**PHILADELPHIA**

Hughes, Paul W.

**PRINCETON**

Diggan, Tony W.

**RICHMOND**

Brewer, Brian J.  
Harmon, Amanda R.  
Hill, Corey  
Licklitter, Ashley C.  
McPeters, Brian A.  
Musarra, Salvatore J.  
White, Timothy E.

**VIRGINIA BEACH**

Chambers, Jon S.  
Crum, Katie E.  
France, William D.  
Holland, Kimberly R.  
Jucksch, Rebecca R.  
Mackey, William F.  
Marscheider, Edward A.  
Mertig, Karl E.  
Miller Edward W.  
Royal, Jack R.  
Votava Charles F.

**WHITE PLAINS**

Canning, Thomas J.  
Van Hise, Kevin

**CALIFORNIA**

**LOS ANGELES**

Blume, Robert D.  
Fares, Jean B.  
Kyle, Gregory S  
Phaneuf, Alyssa S.

**OAKLAND**

Akwabi, Kwasi  
Dankberg, Adam J.

**ORANGE**

Adrian, Darren J.  
Gillis, Brian R.  
Kerry, Nicole M.  
Matson, Jason B.  
Melchor, Jason J.  
Melvin, M. Pearse  
Phillips, Chad E.

**PLEASANTON**

Dean, Felicia C.  
Durrenberger, Randal R.  
Mowery, Michael C.  
Sowers, Brian E.

**SACRAMENTO**

Melvin, Enda  
Pittalwala, Fareed S.  
Weir, Matthew D.

**SAN DIEGO**

Barlow, Matthew T.  
Espelet, Leonardo E.  
Harry, Jennifer L.  
Kaltsas, Joseph D.  
Knapton, Michael J.  
Landaal, Dennis J.  
McCormick, Matthew B.  
McWhorter, Samuel L.  
Podegracz, Anthony J.  
Ross, Michael S.

**SAN JOSE**

Hedayat, Leyla  
Meyerhofer, Peter N.  
Venter Frederik J.

**FLORIDA**

**BOCA-DELRAY**

Spruce, Michael D.  
Webber, Jason A.

**FORT LAUDERDALE**

Alam, Mudassar M.  
Capelli, Jill A.  
Falce, Christopher T.  
McWilliams, John J.  
Ratay, Gary R.  
Robertson, Stewart E.

**FORT MYERS**

Wicks, Amy N.

**JACKSONVILLE**

Brenny, Martin T.  
Mecca, Joseph P.  
Roland, George E.

**LAKELAND**

Lewis, Jason A.  
Wilson, Mark E.

**MIAMI**

Baldo, Burt L.  
Buchler, Aaron E.  
Campbell, David C.  
Collier, Julio A.  
Fernandez, Jorge L.

**OCALA**

Bryant, M. Lewis  
Busche, Richard V.  
Gartner, Amber L.

**ORLANDO**

Chau, Hao T.  
Jackson, Jay R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Thigpen, Jonathan D.  
Wetherell, Ryan S.  
White, Wayne E.

**SARASOTA**

Klepper, B. Kelley  
Nadeau, Gary J.  
Pankonin, James R.  
Schmid, Seth E.

**ST. PETERSBURG**

Dodge, Dawn M.

**TALLAHASSEE**

Barr, Richard R.  
Sewell, Jon S.  
Stephens, Britt L.

**TAMPA**

Bulloch, Kelly B.  
Gilner, Scott W.  
Lee, Nathan Q.

**VERO BEACH**

Dalton, Edward T.  
Good, Brian A.  
Peed, Brooks H.  
Roberson, Kevin M.  
Thomas, Melibe S.

**WEST PALM BEACH**

Atz, John C.  
Barnes, R. Russell  
Heggen, Christopher W.  
Muffeh, Marwan H.  
Rapp, Bryan T.  
Schwartz, Michael F.  
Schanen, Kevin M.  
Sumislaski, James M.  
Tercilla, Lindsey A.  
Walthall, David W.

**MID-WEST**

**CHICAGO**

**DOWNTOWN**

Dvorak, Jr., William E.  
Marnell, Colleen L.  
Morton, Jr., Arthur J.  
West, Craig L.

**CHICAGO**

**SUBURBAN**

Antony, Dean M.  
Heinen, Andrew N.  
Sjogren, Timothy

**COLUMBUS**

Muller, Justin M.

**INDIANAPOLIS**

Butz, Jr., William A.

**TWIN CITIES**

Bishop, Mark C.  
Coyle, Daniel J.  
Horn, Jon B.  
Elegert, Brandon R.  
Kuhnau, JoNette L.  
Leverett, Christopher C.  
Matzek, William D.

**MOUNTAIN**

**COLORADO SPRINGS**

Gunderson, Eric J.

**DENVER**

Andryscik, Kory J.  
Colvin, Scott W.  
Krell, Gabriel M.  
Phelps, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Sobieski, Dennis  
Turner, Meaghan M.  
Valentine, Brian W.  
Wilhelm, William R.

**LAS VEGAS**

Ackeret, Kenneth W.  
Colety, Michael D.  
Moles, Richard A.

**MESA**

Grandy, Michael L.  
Margetts, Sterling T.  
Walnum, Nathan C.

**PHOENIX**

Henderson, Benjamin J.  
Hermann, Michael J.  
Jupp, Andrew M.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistiko, David J.  
Mutti, Brent H.

Noon, Lisa K.  
Perillo, Adam C.  
Purtle, Vicki L.  
Smalkoski, Brian R.  
Williams, Laura J.

**RENO**

O'Brien, Molly M.

**SALT LAKE CITY**

Johnson, Zachary A.

**SEATTLE**

Belsick, Jody W.  
Danielson, Paul B.

**TUCSON**

Crowther, Brent C.  
Rhine, Timothy J.

**SOUTHEAST**

**ALPHARETTA**

Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Stricklin, David L.  
Walker, John D.  
Webb, Floyd C.

**ATLANTA**

Newton, Gary T.  
Rushing, Michael L.

**ATLANTA MIDTOWN**

Bosman, Eric S.  
Fink, Kenneth L.  
Johnston, Sean P.  
Montanye, Emmeline F.  
Ross, Robert A.

**CHARLESTON**

Guy, Jonathan R.  
Hume, Robert M.

**CHARLOTTE**

Blakley, Jr., Stephen W.  
Edwards, Matthew A.  
Taylor, Benjamin S.

**COLUMBIA**

Iser, Christopher M.

**DURHAM DOWNTOWN**

Beck, Chadwick W.  
Lewellyn, Earl R.

**MEMPHIS**

Collins, James F.  
Danley, Drake E.



Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 17, 2020

NASHVILLE

Creasman, Brett R.  
Dufour, Zachary J.  
McMaster, Ryan L.  
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.  
Balltzglier, Lindsey  
Barber, Barry L.  
Cook, Richard N.  
Deans, Neil T.  
Keil, Ashley R.  
Flanagan, Tammy L.  
Kuzenski, John  
McEntee, David L.  
Meador, Emily H.  
Nuckols, Charles A.  
Otto, James N.  
Sutter, Karl V.  
Venters, Samantha

**TEXAS**

AUSTIN NORTH

Boecker, Brian C.  
Van Leeuwen, Andrew

AUSTIN SOUTH

Mason, Sean R.

DALLAS

Hall, James R.  
Harris, Mark E.  
Hoppers, Kevin P.  
Nathan, Aaron W.  
Smith, Eric Z.  
Sulkowski, Nicholas E.  
Swindler, Roderick P.  
Williamson, Sarah T.

FORT WORTH

Arnold, Scott R.  
Atkins, John R.  
Gary, Glenn A.  
James, Jeffery

FRISCO

Brignon, Brit A.  
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.  
Guillory, Michael B.  
Hicks, Rebecca  
Rader, Aaron K.

LAS COLINAS

Ante, Louis N.

SAN ANTONIO

Farnsworth, Jeffrey A.

CHANGE ORDER NO. 4  
Palm Beach County Water Utilities Department  
***HIGH SERVICE PUMP STATION ELECTRICAL BUILDING IMPROVEMENTS***  
Resolution No. R2019-1372 Contract Dated September 10, 2019

**LIST OF ATTACHMENTS**

|                     |  |
|---------------------|--|
| <b>ATTACHMENT A</b> | Change Order Summary and Categorization  |
| <b>ATTACHMENT B</b> | Change Order Additions/Deletions Summary |
| <b>ATTACHMENT C</b> | OEBO Schedule 1 and Schedule 2           |
| <b>ATTACHMENT D</b> | Location Map                             |
| <b>ATTACHMENT E</b> | Bond Rider (if applicable)               |
| <b>ATTACHMENT F</b> | Supporting Documentation                 |

Revised 04/26/2021



**ATTACHMENT B**

**CHANGE ORDER ADDITIONS/DELETIONS SUMMARY**

Project Title: Water Treatment Plant No.11 High Service Pump Station

Electrical Building Improvements

Contractor: Florida Design Drilling Corporation

PBCWUD Project No.: 18-005

Resolution No.: R2019-1372

Date Approved: 9/10/2019

Contract Amount: \$3,590,000.00

**APPROVAL LIMITS:**

**Department Head**

**Contract Review Committee**

Amount/Days

Amount/Days

**Individual C.O.**

\$50,000.00 - 30 Days

\$100,000.00 - 90 Days

**Cumulative C.O.**

\$250,000.00<sup>1</sup> - 30 Days

\$250,000.00<sup>1</sup> - 120 Days

| C.O. NO. | DATE APPROVED | NET CHANGE <sup>2</sup> | DEPARTMENT HEAD (ADDS PLUS DEDUCTS) <sup>3</sup> |      | CONTRACT REVIEW COMMITTEE (ADDS PLUS DEDUCTS) <sup>3</sup> |      | TOTAL DEPT. HEAD & CONTRACT REVIEW COMM. (ADDS PLUS DEDUCTS) <sup>3</sup> |      | BOARD OF COUNTY COMMISSIONERS (ADDS PLUS DEDUCTS) <sup>3</sup> |      | TOTALS       |
|----------|---------------|-------------------------|--|------|--|------|---|------|--|------|--------------|
|          |               |                         | AMOUNT   | DAYS | AMOUNT   | DAYS | AMOUNT  | DAYS | AMOUNT   | DAYS |              |
| 1        | 7-16-2020     | \$28,543.44             | \$49,959.38                                      | 10   |  |      | \$49,959.38   | 10   |  |      | \$49,959.38  |
| 2        | 2-10-2021     | \$39,407.98             | \$39,407.98                                      | 14   |  |      | \$39,407.98   | 14   |  |      | \$39,407.98  |
| 3        | 4-21-2020     | \$81,282.63             | \$0.00   | 0    | \$81,282.63  | 15   | \$81,282.63   | 15   |  |      | \$81,282.63  |
| 4        | Pending       | \$61,493.81             | \$0.00   | 0    |  |      |   |      | \$64,793.81  | 180  | \$61,493.81  |
|          |               | \$232,143.80            | \$89,367.36                                      | 24   | \$81,282.63  | 15   | \$120,690.61  | 39   | \$64,793.81  | 180  | \$232,143.80 |

**NOTES:**

1. Per PPM #CW-F-050, upon approval of the C.O. in the cumulative amount of \$250,000.00 or 5% of Contract Amount (> \$5 million), Receive and File must be submitted to the Board of County Commissioners to reset the dollar amount.
2. Net Change reflects the net amount of additions plus deductions.
3. Adds plus Deducts reflects the absolute value of unrelated changes for use in determining the approval authority for the Change Order.

**ATTACHMENT C**  
**OEBO SCHEDULE 1**

**OFFICE OF EQUAL BUSINESS OPPORTUNITY COMPLIANCE**  
**PROGRAMS**

## OEBO SCHEDULE 1


### LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

**SOLICITATION/PROJECT/BID NAME:** Water Treatment Plant No. 11 High Service Pump Station Electrical Building Improvements **SOLICITATION/PROJECT/BID No.:** WUD 18-005  
**NAME OF PRIME RESPONDENT/BIDDER:** Florida Design Drilling Corporation **ADDRESS:** 7733 Hooper Road, West Palm Beach, FL 33411  
**CONTACT PERSON:** Jeffrey Holst **PHONE NO.:** 561-818-3228 **E-MAIL:** jeff@fldrilling.com  
**SOLICITATION OPENING/SUBMITTAL DATE:** Change Order #4 **DEPARTMENT:** Palm Beach County Water Utilities Department

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

| Name, Address and Phone Number   | (Check all Applicable Categories)   |                                     |                                     | DOLLAR AMOUNT OR PERCENTAGE OF WORK                       |          |       |             |                           |
|--|-------------------------------------|-------------------------------------|-------------------------------------|---|----------|-------|-------------|---------------------------|
|  | Non-SBE                             | M/WBE                               | SBE                                 | Black   | Hispanic | Women | Caucasian   | Other<br>(Please Specify) |
|  |                                     | Minority/Women<br>Business          | Small<br>Business                   |   |          |       |             |                           |
| 1. Electron Corp. of South Florida<br>127 Renaissance Circle Jupiter, FL 33458<br>561-718-7679         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | _____   | _____    | _____ | \$28,397.23 | _____                     |
| 2. Fire Mind Corp<br>1438 N Mangona Circle, West Palm Beach,<br>FL 33401, 561-440-9040                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | _____   | \$645.58 | _____ | _____       | _____                     |
| 3. Florida Design Drilling Corporation<br>7733 Hooper Road, West Palm Beach, FL<br>33411, 561-844-2966 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | _____   | _____    | _____ | _____       | \$11,839.87               |
| 4. Dynafire, LLC<br>109 CONCORD DR STE B<br>CASSELBERRY, FL 32707<br>407-830-6500                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | _____   | _____    | _____ | _____       | \$8,420.00                |
| 5. ADT Commercial LLC<br>1501 Yamato Road<br>Boca Raton, FL 33431<br>(888) 407-2033                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | _____   | _____    | _____ | _____       | \$12,191.13               |
| (Please use additional sheets if necessary)  |                                     |                                     |                                     | <b>Total</b>  | \$645.58 | _____ | \$28,397.23 | \$32,451.00               |
| <b>Total Bid Price \$</b> <u>61,493.81</u>   |                                     |                                     |                                     | <b>Total SBE - M/WBE Participation</b> <u>\$29,042.81</u> |          |       |             |                           |

I hereby certify that the above information is accurate to the best of my knowledge:

  
 \_\_\_\_\_  
 Signature

Jeffrey Holst, Senior Vice President  
 \_\_\_\_\_  
 Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**ATTACHMENT C**  
**OEBO SCHEDULE 2**

**OFFICE OF EQUAL BUSINESS OPPORTUNITY COMPLIANCE**  
**PROGRAMS**

Revised 04/26/2021



Department of State / Division of Corporations / Search Records / Search by Entity Name /

### Detail by Entity Name

Florida Profit Corporation  
FLORIDA DESIGN DRILLING CORPORATION

**Filing Information**

|                        |              |
|------------------------|--------------|
| <b>Document Number</b> | P05000064488 |
| <b>FEI/EIN Number</b>  | 20-2779560   |
| <b>Date Filed</b>      | 04/29/2005   |
| <b>Effective Date</b>  | 04/29/2005   |
| <b>State</b>           | FL           |
| <b>Status</b>          | ACTIVE       |

**Principal Address**

7733 HOOPER ROAD  
WEST PALM BEACH, FL 33411

Changed: 02/18/2014

**Mailing Address**

7733 HOOPER ROAD  
WEST PALM BEACH, FL 33411

Changed: 02/18/2014

**Registered Agent Name & Address**

RINGDAHL, DANIEL C  
7733 Hooper Road  
West Palm Beach, FL 33411

Name Changed: 01/08/2010

Address Changed: 01/06/2017

**Officer/Director Detail**

**Name & Address**

Title CEO

RINGDAHL, DANIEL Carl  
7733 HOOPER ROAD  
WEST PALM BEACH, FL 33411

Title President



RINGDAHL, NOAH Daniel  
 7733 HOOPER ROAD  
 WEST PALM BEACH, FL 33411

Title Senior VP

Holst, Jeffrey Turner  
 7733 HOOPER ROAD  
 WEST PALM BEACH, FL 33411

Title Senior Vice President

Black, Michael David  
 7733 HOOPER ROAD  
 WEST PALM BEACH, FL 33411

Title VP

Balmer, Bruce Allan  
 7733 HOOPER ROAD  
 WEST PALM BEACH, FL 33411

Title VP, Secretary

Martin, Nicholas Keith  
 7733 HOOPER ROAD  
 WEST PALM BEACH, FL 33411

Title Controller

Williams, Paula V  
 7733 HOOPER ROAD  
 WEST PALM BEACH, FL 33411

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2019        | 02/13/2019 |
| 2020        | 01/15/2020 |
| 2021        | 01/04/2021 |

**Document Images**

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| <a href="#">06/04/2019 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/09/2019 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/08/2019 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/28/2019 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/13/2019 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
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|---|--|
| <a href="#">03/26/2018 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/12/2018 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">10/16/2017 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">10/13/2017 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/06/2017 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">02/25/2016 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">07/20/2015 -- AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/23/2015 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">02/18/2014 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">03/22/2013 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
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| <a href="#">01/04/2011 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/08/2010 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/19/2009 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/13/2008 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/08/2007 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">01/20/2006 -- ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">04/29/2005 -- Domestic Profit</a>       | <a href="#">View image in PDF format</a> |

Florida Department of State, Division of Corporations

**OEBO LETTER OF INTENT – SCHEDULE 2**

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-005  
 SOLICITATION/PROJECT NAME: Water Treatment Plant No. 11 High Service Pump Station Electrical Building

Prime Contractor: Florida Design Drilling Corporation Subcontractor: Fire Mind Corp

**(Check box(s) that apply)**  
 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/19/20-10/18/23

The undersigned affirms they are the following (select one from each column if applicable):

|  |  |                                   |
|--|--|-----------------------------------|
| <b>Column 1</b>  | <b>Column 2</b>  | <b>Column 3</b>                   |
| <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American | <input type="checkbox"/> Supplier |

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
|           | Portable toilets |            | 1 LS            |                           | \$645.58               |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$645.58

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

N/A Price or Percentage: 0  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Florida Design Drilling Corporation  
 Print Name of Prime  
 By: *Jeffrey Holst*  
 Authorized Signature  
Jeffrey Holst  
 Print Name  
Senior Vice President  
 Title  
 Date: 9/9/21

Fire Mind Corp  
 Print Name of Subcontractor/subconsultant  
 By: *Karen Lau*  
 Authorized Signature  
Karen Lau  
 Print Name  
CEO  
 Title  
 Date: 9/9/21



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## Detail by Entity Name

Florida Profit Corporation  
FIRE MIND CORP

### Filing Information

|                         |               |
|-------------------------|---------------|
| <b>Document Number</b>  | P15000044309  |
| <b>FEI/EIN Number</b>   | 47-4064671    |
| <b>Date Filed</b>       | 05/18/2015    |
| <b>Effective Date</b>   | 05/16/2015    |
| <b>State</b>            | FL            |
| <b>Status</b>           | ACTIVE        |
| <b>Last Event</b>       | REINSTATEMENT |
| <b>Event Date Filed</b> | 09/30/2017    |

### Principal Address

1438 N Mangonia Circle  
West Palm Beach, FL 33401

Changed: 02/03/2020

### Mailing Address

P.O. BOX 33661  
PALM BEACH GARDENS, FL 33420

Changed: 01/12/2021

### Registered Agent Name & Address

EANNARINO LAW, P.A.  
500 S Australian Ave  
Suite 120  
WEST PALM BEACH, FL 33401

Name Changed: 07/11/2019

Address Changed: 07/11/2019

### Officer/Director Detail

#### **Name & Address**

Title CEO

LAU, KAREN V

P.O. BOX 33661  
PALM BEACH GARDENS, FL 33420

Title Officer

Garcia , Pablo  
1438 N Mangonia Circle  
West Palm Beach, FL 33401

Title Officer

Garcia, Esteban  
1438 N Mangonia Circle  
West Palm Beach, FL 33401

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2019        | 07/11/2019 |
| 2020        | 02/03/2020 |
| 2021        | 03/17/2021 |

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| <a href="#">07/11/2019 -- ANNUAL REPORT</a>     | <a href="#">View image in PDF format</a> |
| <a href="#">02/28/2018 -- ANNUAL REPORT</a>     | <a href="#">View image in PDF format</a> |
| <a href="#">09/30/2017 -- REINSTATEMENT</a>     | <a href="#">View image in PDF format</a> |
| <a href="#">08/24/2017 -- Reg. Agent Change</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/21/2017 -- Amendment</a>         | <a href="#">View image in PDF format</a> |
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**OEBO LETTER OF INTENT – SCHEDULE 2**

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-005  
 SOLICITATION/PROJECT NAME: Water Treatment Plant No. 11 High Service Pump Station Electrical Building Improvements

Prime Contractor: Florida Design Drilling Corporation Subcontractor: Electron Corp. of South Florida

**(Check box(s) that apply)**  
 SBE    WBE    MBE    M/WBE    Non-S/M/WBE   Date of Palm Beach County Certification (if applicable): 3/20/20-3/19/2023

The undersigned affirms they are the following (select one from each column if applicable):

|  |  |                                   |
|--|--|-----------------------------------|
| <b>Column 1</b>  | <b>Column 2</b>  | <b>Column 3</b>                   |
| <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
|  | <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American  |                                   |

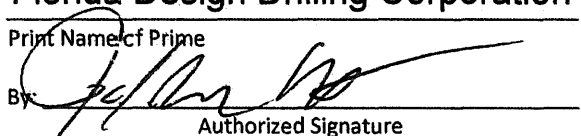
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

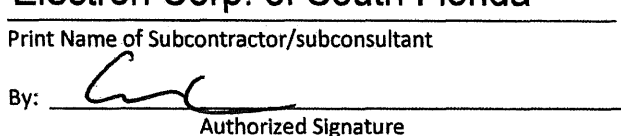
| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
|           | Electrical work  |            | 1 LS            |                           | \$49,008.36            |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$49,008.36

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

ADT Commercial LLC /Dynafire, LLC      Price or Percentage: \$12,191.13/\$8,420.00  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

**Florida Design Drilling Corporation**  
 Print Name of Prime  
 By:   
 Authorized Signature  
Jeffrey Holst  
 Print Name  
**Senior Vice President**  
 Title  
 Date: 9/7/21

**Electron Corp. of South Florida**  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Albert Laessig  
 Print Name  
**CPST**  
 Title  
 Date: 9/7/21



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## Detail by Entity Name

Florida Profit Corporation  
ELECTRON CORP. OF SOUTH FLORIDA

### Filing Information

**Document Number** P93000077753  
**FEI/EIN Number** 65-0447449  
**Date Filed** 11/03/1993  
**State** FL  
**Status** ACTIVE

### Principal Address

127 Renaissance Circle  
JUPITER, FL 33458

Changed: 01/14/2014

### Mailing Address

127 Renaissance Circle  
JUPITER, FL 33458

Changed: 01/14/2014

### Registered Agent Name & Address

LAESSIG, ALBERT  
127 Renaissance Circle  
JUPITER, FL 33458

Name Changed: 08/10/1994

Address Changed: 01/14/2014

### Officer/Director Detail

#### **Name & Address**

Title CPST

LAESSIG, ALBERT  
127 Renaissance Circle  
JUPITER, FL 33458

Title S

LAESSIG, KATHY  
 127 Renaissance Circle  
 JUPITER, FL 33458

#### **Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2019               | 02/08/2019        |
| 2020               | 01/17/2020        |
| 2021               | 01/16/2021        |

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| <a href="#">01/22/2016 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/17/2015 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/14/2014 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/27/2013 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/06/2012 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/09/2011 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/11/2010 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/11/2009 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/09/2008 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">01/11/2007 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
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| <a href="#">01/31/2005 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
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| <a href="#">02/20/2002 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
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| <a href="#">01/28/2000 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">03/01/1999 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/10/1998 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/06/1997 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
| <a href="#">02/12/1996 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |

Florida Department of State, Division of Corporations



**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-005

SOLICITATION/PROJECT NAME: Water Treatment Plant No. 11 High Service Pump Station Electrical Building Improvements

Prime Contractor: Electron Corp. of South Florida Subcontractor: ADT Commercial LLC

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

|  |  |                                   |
|--|--|-----------------------------------|
| <u>Column 1</u>  | <u>Column 2</u>  | <u>Column 3</u>                   |
| <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
|  | <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American  |                                   |

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

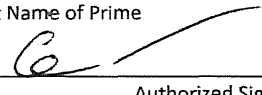
| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
|           | Fire alarm       |            | 1 LS            |                           | \$12,191.13            |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |
|           |                  |            |                 |                           |                        |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$12,191.13

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: \$0

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Electron Corp. of South Florida  
 Print Name of Prime  
 By:   
 Authorized Signature  
Albert Laessig  
 Print Name  
CPST  
 Title  
 Date: 9/23/21

ADT Commercial LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Daniel M. Bresingham  
 Print Name  
Manager  
 Title  
 Date: 9/22/2021



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Foreign Limited Liability Company  
ADT COMMERCIAL LLC

### Filing Information

|                             |                              |
|-----------------------------|------------------------------|
| <b>Document Number</b>      | M08000000545                 |
| <b>FEI/EIN Number</b>       | 90-0008456                   |
| <b>Date Filed</b>           | 02/01/2008                   |
| <b>State</b>                | CO                           |
| <b>Status</b>               | ACTIVE                       |
| <b>Last Event</b>           | LC AMENDMENT AND NAME CHANGE |
| <b>Event Date Filed</b>     | 01/02/2020                   |
| <b>Event Effective Date</b> | NONE                         |

### Principal Address

1501 Yamato Road  
Boca Raton, FL 33431

Changed: 03/30/2021

### Mailing Address

1501 Yamato Road  
Boca Raton, FL 33431

Changed: 03/30/2021

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 01/28/2019

Address Changed: 01/28/2019

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager  
  
Bresingham, Daniel M  
1501 Yamato Road  
Boca Raton, FL 33431

## Title Manager

Likosar, Jeffrey  
 1501 Yamato Road  
 Boca Raton, FL 33431

## Title Manager

Smail, David W.  
 1501 Yamato Road  
 Boca Raton, FL 33431

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2019        | 04/11/2019 |
| 2020        | 05/02/2020 |
| 2021        | 03/30/2021 |

**Document Images**

|  |  |
|--|--|
| <a href="#">03/30/2021 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">05/02/2020 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">01/02/2020 -- LC Amendment and Name Change</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/11/2019 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">01/28/2019 -- CORLCRACHG</a>                   | <a href="#">View image in PDF format</a> |
| <a href="#">03/23/2018 -- Merger</a>                       | <a href="#">View image in PDF format</a> |
| <a href="#">03/06/2018 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">04/08/2017 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">04/08/2016 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">01/06/2016 -- LC Amendment</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">03/13/2015 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">11/05/2014 -- LC Amendment</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">02/10/2014 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">09/25/2013 -- Reg. Agent Change</a>            | <a href="#">View image in PDF format</a> |
| <a href="#">03/12/2013 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">09/21/2012 -- Reg. Agent Change</a>            | <a href="#">View image in PDF format</a> |
| <a href="#">07/13/2012 -- LC Amendment</a>                 | <a href="#">View image in PDF format</a> |
| <a href="#">07/03/2012 -- LC Amendment and Name Change</a> | <a href="#">View image in PDF format</a> |
| <a href="#">04/10/2012 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">04/07/2011 -- LC Name Change</a>               | <a href="#">View image in PDF format</a> |
| <a href="#">03/17/2011 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">04/21/2010 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">04/16/2009 -- ANNUAL REPORT</a>                | <a href="#">View image in PDF format</a> |
| <a href="#">02/01/2008 -- Foreign Limited</a>              | <a href="#">View image in PDF format</a> |

**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-005  
 SOLICITATION/PROJECT NAME: Water Treatment Plant No. 11 High Service Pump Station Electrical Building Improvements

Prime Contractor: Electron Corp. of South Florida Subcontractor: Dynafire, LLC

**(Check box(s) that apply)**  
SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

|  |  |                                   |
|--|--|-----------------------------------|
| <b>Column 1</b>  | <b>Column 2</b>  | <b>Column 3</b>                   |
| <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
|  | <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American  |                                   |

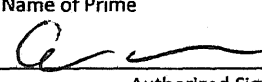
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

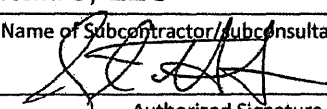
| Line Item | Item Description        | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|-------------------------|------------|-----------------|---------------------------|------------------------|
|           | Fire suppression system |            | 1 LS            |                           | \$8,420.00             |
|           |                         |            |                 |                           |                        |
|           |                         |            |                 |                           |                        |
|           |                         |            |                 |                           |                        |
|           |                         |            |                 |                           |                        |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$8,420.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: \$0  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Electron Corp. of South Florida  
 Print Name of Prime  
 By:   
 Authorized Signature  
 Albert Laessig  
 Print Name  
CPST  
 Title  
 Date: 9/14/21

Dynafire, LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
 Steven F Hatch  
 Print Name  
MGR  
 Title  
 Date: 9/14/21



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
DYNAFIRE, LLC

### Filing Information

|                             |              |
|-----------------------------|--------------|
| <b>Document Number</b>      | L20000004172 |
| <b>FEI/EIN Number</b>       | 54-2164832   |
| <b>Date Filed</b>           | 12/30/2019   |
| <b>Effective Date</b>       | 12/20/2004   |
| <b>State</b>                | FL           |
| <b>Status</b>               | ACTIVE       |
| <b>Last Event</b>           | CONVERSION   |
| <b>Event Date Filed</b>     | 12/30/2019   |
| <b>Event Effective Date</b> | 01/01/2020   |

### Principal Address

109 CONCORD DR STE B  
CASSELBERRY, FL 32707

### Mailing Address

109 CONCORD DR STE B  
CASSELBERRY, FL 32707

### Registered Agent Name & Address

HATCH, STEVEN F  
109 CONCORD DR STE B  
CASSELBERRY, FL 32707

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

HATCH, STEVEN F  
109 CONCORD DR STE B  
CASSELBERRY, FL 32707

### Annual Reports

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2021               | 02/16/2021        |

### Document Images

[02/16/2021 – ANNUAL REPORT](#)

[View image in PDF format](#)

[01/07/2020 – Florida Limited Liability](#)

[View image in PDF format](#)

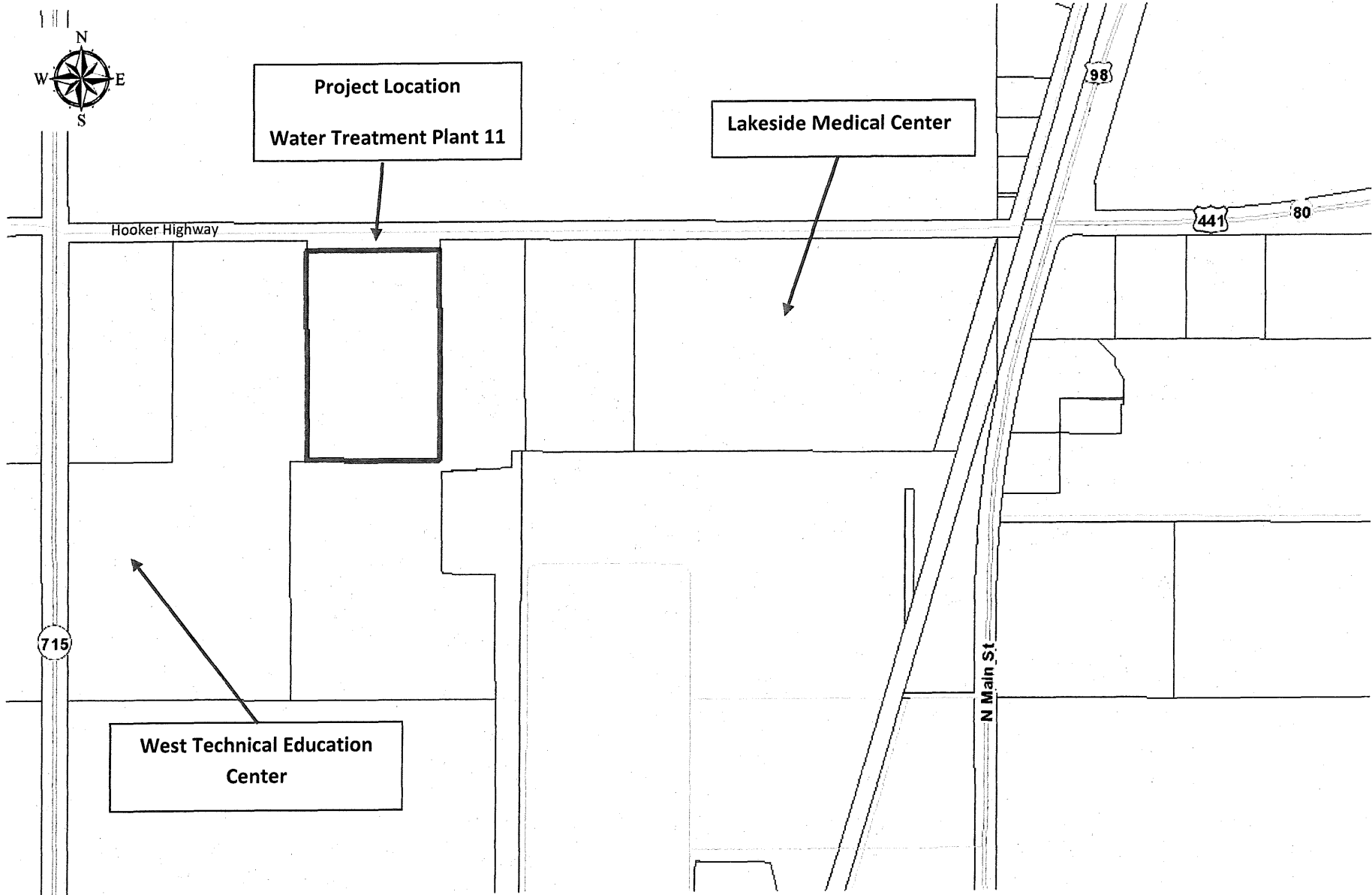
Florida Department of State, Division of Corporations

# ATTACHMENT D

## MAP LOCATION

Revised 04/26/2021

**ATTACHMENT D  
LOCATION MAP**





**ATTACHMENT E**

**BOND RIDER**

Revised 04/26/2021



CFN 20210381514

OR BK 32785 PG 0409  
RECORDED 08/16/2021 12:58:33  
Palm Beach County, Florida  
Joseph Abruzzo/Clerk  
Pg 0409 - 415 (Page)

### INCREASE PENALTY RIDER

No. 4

BOND NO. 30046157

To be attached and form a part of Bond No. 30046157 dated the 10th day of September, 2019, executed by Western Surety Company as surety, on behalf of Florida Design Drilling Corporation as current principal of record, and in favor of the Palm Beach County Board of County Commissioners, as Oblige, and in the amount of Three Million Five Hundred Ninety Thousand and 00/100 Dollars (\$3,590,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Western Surety Company hereby consents that effective from the 10th day of September, 2019, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased in accordance with Change Order No. 4:

BY: Sixty-One Thousand Four Hundred Ninety-Three and 81/100 Dollars (\$61,493.81)

FROM: Three Million Seven Hundred Thirty-Nine Thousand Two Hundred Thirty-Four and 05/100 Dollars (\$3,739,234.05)

TO: Three Million Eight Hundred Thousand Seven Hundred Twenty-Seven and 86/100 Dollars (\$3,800,727.86)

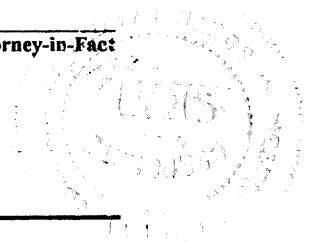
The Increase of said bond penalty shall be effective as of the 10th day of September, 2019 and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 4th day of August, 2021.

8/16/21  
JM

BY: Jeffrey Holst  
Florida Design Drilling Corporation  
PRINCIPAL  
Jeffrey Holst, Senior Vice President

BY: Brett M. Rosenhaus  
Western Surety Company  
SURETY  
Brett M. Rosenhaus, Attorney-in-Fact



# 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

**Laura D Mosholder, Charles J Nielson, D A Belis, Brett M Rosenhaus, Kevin R Wojtowicz, Charles D Nielson, David R Hoover, Daniel F Oaks, Individually**

of Miami Lakes, FL, 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 2nd day of February, 2021.



WESTERN SURETY COMPANY

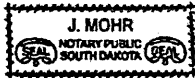
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of February, 2021, 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, 2021



J. Mohr  
J. Mohr, Notary Public

### 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 4th day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

# 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

**Laura D Mosholder, Charles J Nielson, D A Belis, Brett M Rosenhaus, Kevin R Wojtowicz, Charles D Nielson, David R Hoover, Daniel F Oaks, Individually**

of Miami Lakes, FL, 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 2nd day of February, 2021.



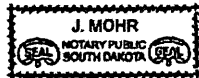
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of February, 2021, 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, 2021



J. Mohr  
J. Mohr, Notary Public

### 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 4th day of August, 2021.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CFN 20190404889

DR BK 31001 PG 1638  
RECORDED 11/04/2019 14:49:01  
Palm Beach County, Florida  
Sharon B. Bock CLERK & COMPTROLLER  
Pg 1638 - 1640 (3pgs)

**PUBLIC CONSTRUCTION BOND**

11/4/19  
W

BOND NUMBER: 30046157

BOND AMOUNT: (\$3,590,000.00) Three Million Five Hundred Ninety Thousand and 00/100 Dollars

CONTRACT AMOUNT: (\$3,590,000.00) Three Million Five Hundred Ninety Thousand and 00/100 Dollars

CONTRACTOR'S NAME: Florida Design Drilling Corporation

CONTRACTOR'S ADDRESS: 7733 Hooper Road  
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: (561) 844-2966

SURETY COMPANY: Western Surety Company

SURETY'S ADDRESS: P.O. Box 5077  
Sioux Falls, SD 57117-5077  
Incorporated: South Dakota  
(800) 331-6053

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: (i) a new High Service Pump Station (HSP) electrical building at Water Treatment Plant No.11 (WTP11) to replace the existing HSP electrical building complete with associated civil improvements, (ii) 24-inch suction pipeline from the ground storage tanks to the High Service Pump Station suction header, (iii) replacement of piping, fittings and appurtenances at the High Service Pump Station, and (iv) associated electrical, instrumentation and controls work to support the above referenced improvements.

PROJECT LOCATION: Belle Glade, Florida

LEGAL DESCRIPTION: 39700 Hooker Highway, PCN 00-37-43-19-00-000-3060



STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 16 DAY OF August 2019

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: [Signature]  
Deputy Clerk

**ATTACHMENT F**

**SUPPORTING DOCUMENTATION**

Revised 04/26/2021

# Inter-Office Memorandum

Palm Beach County



Water Utilities Department

**DATE:** August 20, 2021

**TO:** File

**FROM:** Craig Irwin *CI*  
Engineering Division, WUD

**SUBJECT:** Water Treatment Plant No. 11 (WTP11) High Service Pump Station  
Electrical Building Improvements (WUD 18-005) Change Order No. 4  
Memorandum

**FILE:** GL01/18-005/2.1

=====  
Change Order No. 4 to the CONTRACT with Florida Design Drilling Corporation, (CONTRACTOR) has been finalized and is valued at \$61,493.81 and adds one hundred and eighty (180) calendar days to the Final Completion date.

The purpose of this memorandum is to document Change Order No. 4. On September 10, 2019, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities (PBCWUD) Contract for the WTP11 High Service Pump Station Electrical Building Improvements Project (R2019-1372) in the amount of \$3,590,000.00. The Contract provides for the construction of a new flood-resilient high service pump station electrical building and the installation of process analyzers to improve monitoring and control of the water treatment process at WTP11.

The following is a description and background of the items contained within Change Order No. 4:

- During the final inspection of the fire suppression and fire detection systems by Facilities Development & Operations Department, Electronic Services and Security Division (ESS) several items were identified as needing to be changed, even though PBCWUD had previously coordinated with ESS during design and early construction phases (shop drawing reviews). To complete the improvements to the fire suppression and fire detection systems the CONTRACTOR requires an additional one hundred and eighty (180) calendar days and an additional \$42,729.58.
- During the transition of equipment from the existing electrical building to the new electrical building there were several motor failures on the HSPs. Due to the



criticality of WTP11 and the HSPs, PBCWUD decided it prudent to operate the motors for a period of 7 calendar days after they were repaired and reinstalled. This delayed the CONTRACTOR seven (7) calendar days. Change Order No. 4 includes a settlement of \$20,414.23 for the seven (7) calendar day delay claim made by the CONTRACTOR.

- Lastly, Change Order No. 4 includes a credit of \$1,650.00 for a thermographic survey that was performed by PBCWUD Maintenance and was therefore removed from the Contract.



**FLORIDA DESIGN DRILLING CORP.**  
7733 Hooper Road  
West Palm Beach, FL 33411

NO.: COST PROPOSAL  
5.1rev1

|               |  |                |               |
|---------------|--|----------------|---------------|
| PROJECT NAME: | 18-005 WTP No. 11 High Service Pump Station Electrical | DATE:          | July 22, 2021 |
| LOCATION:     | Palm Beach County, FL                                  | DRAWING NO.:   |               |
| OWNER:        | Palm Beach County Water Utility District               | SPEC. SECTION: |               |
| ENGINEER:     | Kimley-Horn & Associates                               |                |               |

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X  
 DESCRIPTION: *Make alterations to the fire alarm and suppression systems per the attached emails from Kimley-Horn & Associates. Perform another startup of these systems. We request a 180-day extension for these changes to allow for permitting, procurement of materials, alterations, startup, and inspections. Permit fees are to be paid by the County.*

**PRICING INFORMATION**

|                 | SKILL/TRADE                  | MAN-HOURS     | RATE      | COST        |              |             |
|-----------------|------------------------------|---------------|-----------|-------------|--------------|-------------|
| 1. DIRECT LABOR | Welder                       | MH            | \$ 80.00  | \$ -        |              |             |
|                 | Unskilled                    | MH            | \$ 42.00  | \$ -        |              |             |
|                 | Skilled                      | MH            | \$ 56.00  | \$ -        |              |             |
|                 | Operator                     | MH            | \$ 60.00  | \$ -        |              |             |
|                 | 1.B FIELD ENGINEERING:       | Foreman       | MH        | \$ 65.00    | \$ -         |             |
|                 | Superintendent               | 40 MH         | \$ 95.00  | \$ 3,800.00 |              |             |
|                 | Project Engineer             | 2 MH          | \$ 90.00  | \$ 180.00   |              |             |
|                 | Project Manager              | 16 MH         | \$ 120.00 | \$ 1,920.00 |              |             |
|                 | Vice President               | MH            | \$ 150.00 | \$ -        |              |             |
|                 | 1.C DAILY GENERAL CONDITIONS | Time Increase | 180 DAYS  | \$ -        | \$ -         |             |
|                 | SMALL TOOLS & CONSUMABLES    |               |           |             | SUBTOTAL (1) | \$ 5,900.00 |
|                 | OVERHEAD & PROFIT            |               |           |             | 4%           | \$ 236.00   |
|                 |                              |               |           |             | 15%          | \$ 920.40   |
|                 |                              |               |           |             | TOTAL (1)    | \$ 7,056.40 |

|                                      | DESCRIPTION        | WEEKS                        | UNIT PRICE  | COST     |      |
|--------------------------------------|--------------------|------------------------------|-------------|----------|------|
| 2. MATERIALS AND EQUIPMENT           | 2.A EQUIPMENT:     | Excavator                    | WK \$800.00 | \$ -     |      |
|                                      | Skidsteer          | WK                           | \$700.00    | \$ -     |      |
|                                      | Mudhog Pump        | WK                           | \$115.00    | \$ -     |      |
|                                      | Plate Compactor    | WK                           | \$115.00    | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    | Equipment mobilization/demob | EA          | \$400.00 | \$ - |
| SUBTOTAL (2.A)                       |                    |                              |             | \$ -     |      |
| 2.B MATERIAL                         | FUEL (ON 2.A ONLY) |                              | 12%         | \$ -     |      |
|                                      | MATERIAL           | UNITS NOTED                  |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      |                    |                              |             | \$ -     |      |
|                                      | SUBTOTAL (2.B)     |                              |             |          | \$ - |
| SALES TAX (ON 2.B ONLY)              |                    |                              |             | 0%       | \$ - |
| SURTAX ON FIRST \$5,000 OF EACH DELV |                    |                              |             | 0%       | \$ - |
| SUBTOTAL (2)                         |                    |                              |             | \$ -     |      |
| OVERHEAD & PROFIT                    |                    |                              |             | 15%      | \$ - |
| TOTAL (2)                            |                    |                              |             | \$ -     |      |

| 3. SUBCONTRACTORS                 | DESCRIPTION OF WORK                    | COST         |
|-----------------------------------|--|--------------|
| Electron Corp. of South Florida   | Fire systems alterations & permitting. | \$ 32,752.80 |
| Fire Mind d/b/a Porta Potty To Go | Portable toilets @ \$105.93/month.     | \$ 423.72    |
|                                   |  |              |
|                                   |  |              |

|                    |                   |                     |
|--------------------|-------------------|---------------------|
| OVERHEAD & PROFIT  | SUBTOTAL (3)      | \$ 33,176.52        |
|                    | 5%                | \$ 1,658.83         |
|                    | TOTAL (3)         | \$ 34,835.35        |
|                    | TOTAL (1)+(2)+(3) | \$ 41,891.75        |
|                    | Bonds & Insurance | 2.0%                |
| Permits            | 0.0%              | \$ -                |
| <b>GRAND TOTAL</b> |                   | <b>\$ 42,729.58</b> |

# ***Electron Corp of South Fla.***

**Electrical Contractor**

**127 RENAISSANCE CIRCLE Jupiter, FL 33458**

**Tel. (561) 744-1388 Fax (561) 744-5777**

June 9, 2021

## **WTP 11 Electrical Building**

### **Change Order Request for Modifications to Fire Alarm System**

1. Modify electrical conduit \$4,250.00.
2. Supervision 80 Hours @ \$65.00 = \$4,800.00
3. ADT \$12,191.13 X 15% = \$14,019.80
4. Dayna \$8,420.00 X 15% = \$9,683.00
5. Total \$32,752.80

Please feel free to call me should you have any questions.



Albert Laessig

President

**Change Order # 3 Proposal Document (06/07/21)**

**Project:** WTP 11 Electrical BLDG  
Palm Beach County – WUD-18-005

**To: Electron Corp of South Florida**  
127 Renaissance Circle  
Jupiter, FL 33458

**Attn: Albert Laessig**  
561-718-7679

**Scope: Engineering (Specifications-)**

Prices were established per the customer request to revised the plans dated (05/19/20). The quantity of devices is based on the documents provided. DynaFire will program and test all devices. DynaFire, LLC. Standard Terms and Conditions apply to this quotation. Proposal and any resulting Contract/PO shall be subject the General Terms and Conditions attached hereto. Proposal is based on a mutually agreeable contract. Pricing is valid for (60) days from date of quote.

**Scope Clarifications:**

1. This proposal is based on DynaFire revising the fire alarm plans as per the customer's request.
2. This proposal is based on re-engineering the relocation of the devices to the building new fire suppression system as per the owner's facility manager's request.
3. This proposal is based on re-engineering the sequence of operation as per the comments to the original submittals.

**Pricing:**

**Fire Suppression System: \$8,420.00**

**Customer's Responsibilities:**

1. To provide a complete conduit raceway with pull-string where required.
2. To provide and install all backboxes, troughs and termination cabinets as required.
3. To provide and install all required underground raceway's with pull-string.
4. To provide and install any necessary fire caulking and/or fire sleeving.
5. To install fire alarm panel back-boxes and any weatherproof back-boxes.
6. To mount and terminate all listed equipment.
7. To rectify any and all found improper installation instances.
8. To provide and terminate all 120 VAC circuits as required.
9. To provide a common ground for all surge protection equipment.
10. If a lift is required, customer to supply or a separate quote will be provided if desired.
11. To provide electronic CAD files for the creation of engineered shop-drawings.
12. To provide copy of Building Permit(s), Recorded NOC(s) and current Schedule(s).

Casselberry | Largo | Jacksonville | Pompano | Melbourne  
EF20000528 | FL PE26483 | NICET IV 99907 | FP16481600012009 | FPC15-000057

**DynaFire, LLC. will provide the following:**

|                          |   |                        |   |
|--------------------------|---|------------------------|---|
| Engineered Shop Drawings | Y | Taxes                  | Y |
| Product Data Submittals  | Y | Labor for Installation | N |
| Florida PE Seal          | Y | Programming            | N |
| Permitting Fees          | N | Functional Pre-Test    | N |
| Equipment/Wire/Materials | Y | Fire Inspector Test    | N |
| Panel Backboxes          | Y | End User Training      | Y |

*\*If customer desires to provide any of the options listed above, DynaFire will provide a credit or deduct.*

Thank you for allowing DynaFire, LLC to offer our products and services.

Sincerely,  
DynaFire, LLC.

Prepared By: Darwin Nunez  
Email: Darwin.Nunez@dynafire.com  
Cell: 954-540-9606

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Alternate Adder #s Accepted: \_\_\_\_\_

**"Protecting lives and property through leading technologies and quality service while creating valuable relationships"**  
**- DynaFire, LLC. Mission Statement**

Casselberry | Largo | Jacksonville | Pompano | Melbourne  
EF20000528 | FL PE26483 | NICET IV 99907 | FP16481600012009 | FPC15-000057



\* 8 9 1 1 5 2 0 2 0 \*

|              |  |                        |
|--------------|--|------------------------|
| Branch: 6821 | Sales Representative: Douglas Drysdale | Today's Date: 6/4/2021 |
|--------------|--|------------------------|

**Customer Information**

|  |  |
|--|--|
| Business Name: ELECTRON CORP. OF SOUTH FLORIDA       | Phone: (561)744-1388   |
| Address: 127 RENAISSANCE CIRCLE<br>JUPITER, FL 33458 | Billing Address: 127 RENAISSANCE CIRCLE<br>JUPITER, FL 33458 |

**Investment Summary**

**Total Equipment and Installation Charge: \$12,191.13**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$12,191.13 to be paid over time on a progressive basis to reflect ADT's estimated percentage of work completed and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

**Site Location Information**

|   |                      |
|---|----------------------|
| Location Name: ELECTRON CORP. OF SOUTH FLORIDA                                |                      |
| Address: 39700 HOOKER HWY<br>WTP 11 ELECTRICAL BLDG.<br>BELLE GLADE, FL 33430 |                      |
| Site #: 300005088   | Phone: (561)744-1388 |

**System Design Information**

|   |        |
|---|--------|
| System Design Name: PBC WTP 11 Belle Glade FA Renovations | Job #: |
| Equipment Ownership: Customer Owned                       |        |
| Warranty Period: 1 Year                                   |        |

**Equipment List**

| Qty | Description  |
|-----|--|
| 2   | INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHITE  |
| 1   | ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITHER A CLASS A OR CLASS B CIRCUIT OF DRY-CO |

**Summary of Charges**

|                                |             |
|--------------------------------|-------------|
| Equipment & Installation Total | \$12,191.13 |
| Estimated Taxes                | \$0.00      |
| Monthly Fee                    | \$0.00      |

**Scope Of Work**

ADT Commercial shall provide labor and materials for the following;

· Pull a demo permit to remove the following devices and associated wiring.

1) A/C Duct Smoke Detectors and Remote Test Switch for L1D12 and L1D11 in the old electrical gear room.

The A/C unit shut down relays shall remain in service

2) In the new electrical gear room, remove the horn/strobes, heat detectors, and manual pull station devices, wiring, and connections associated the with fire alarm system.

Install electrical box covers for all removed devices.

3) In the new electrical gear room, disconnect the A/C duct smoke detectors, test switches, shut down relays, and dumper control relays from the fire alarm system.

Leave the wiring for these devices intact, as they will be re-integrated with the agent releasing system.

4) The connection between the electrical room fire panel and membrane room fire panel shall remain as installed.

The removed fire alarm devices from the rear electrical rooms, shall be removed the Notifier Panel UDACT 's programming.

5) Items not include in the demo permit; a) exchange two smoke detectors in the old electrical gear for the existing heat detectors; b) add an additional alarm monitoring point for alarm signaling from the fire suppression system.

3) Provide an as built drawing for fire alarm system incorporating all the demolition and changes above.

7) All moved fire alarm equipment and devices shall remain the property of Palm Beach County and shall remain on site.

3) Any additional changes and/or requirements by Palm Beach County shall be handled through a change order.

**General Notes**

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

#### Appendices

The following appendices are incorporated into the Proposal:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Appendix 1: Warranty                     | <input type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions         |
| <input checked="" type="checkbox"/> Appendix 2: General Terms and Conditions | <input type="checkbox"/> Appendix 7: Monitoring Agreement                            |
| <input type="checkbox"/> Appendix 3: NASPO Terms and Conditions              | <input type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| <input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions        | <input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions                   |
| <input type="checkbox"/> Appendix 5: ATM Software Support Agreement          | <input type="checkbox"/> Appendix 10: Special Provisions                             |

#### Master Agreement

Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.



## APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

### GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

### LIMITED WARRANTIES

**Equipment.** ADT warrants equipment sold under the Proposal for a period of 1 Year.

**Installations.** ADT warrants installation of equipment for a period of 1 Year beginning at Substantial Completion (excluding software defects).

**Software Installation.** ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

**ATM Services.** ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

**ADT Service Plan/Extended Service Plan.** Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

### NO WARRANTY

**Software Upgrades.** Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

**Manufacturer Software Support and Services.** Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

**Sprinklers.** ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. **THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMERS EXPENSE.**

**sSRG.** Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

**Design.** Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

**Monitoring Services.** Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

**Hosted Services.** Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

### EXCLUSIONS

ADT's warranty does not include:

1. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
2. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
3. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
4. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
5. Software defects; and/or
6. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station.

## APPENDIX 2 - GENERAL TERMS AND CONDITIONS

**1. Work and Services to Be Performed/Provided.** ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

**2. Reports.** The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

**3. Compensation and Payment Terms.** Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed at the end of each month on a progressive basis to reflect ADT's estimated percentage of work completed. ADT's estimated percentage of completion for such invoicing may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors. Billing may include invoicing of materials stored (whether stored at ADT or delivered to the installation site), and labor for design, engineering, shop set-up and site installation, including any sub-contract labor. ADT shall not be required to provide information regarding its actual costs for a fixed or lump sum Proposal.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer monthly based on estimates of the number of hours of labor performed and to be performed during the period covered by the estimate and the hourly rate therefore, and an itemized list of charges for subcontracts, equipment, materials, supplies and other items estimated to be incurred during the period covered by the estimate, plus applicable fees or markups. Any excess or unbilled costs will be reconciled against actuals in the final invoice.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

**4. Sales Taxes.** Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

**5. Bonds.** If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

**6. Insurance.** Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

**7. Schedule Dates.** ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (7:30 am to 4:30 pm, Monday - Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

**8. Installation / Site Conditions.** For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

**9. Ownership of Equipment.** Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the commencement of installation (or upon shipment to Customer if the equipment is not to be installed by ADT). All customer owned equipment shall remain property of the customer during our installation process. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

**10. Changes to Services.** Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

**11. Duration of Agreement.** The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party. If the Customer terminates the Agreement by giving such notice, Customer shall be obligated to pay ADT (i) for all Services performed up to the time of such termination, plus all costs and expenses ADT has invested in preparing to perform such Services, and (ii) the same costs set forth in Section 10 relating to changes to the Services. The termination of the Agreement shall not affect in any way any right or claim of any party accrued or accruing prior to the date of termination, including without limitation, any right or claim of ADT for compensation payable for Services performed or reimbursable expenses incurred prior to such termination date. Compensation payable to ADT for any right or claim for work performed through the date of termination may include a reasonable profit margin in addition to costs already incurred during the Agreement.

**12. Disclaimer of Legal Advice.** In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

**13. Confidentiality.** Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

**14. Intellectual Property.** The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

**15. Independent Contractors.** ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

**16. Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

**17. Limitation of Liability.** For box sales and test and inspect services, and sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance), notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, errors, delays and/or interruptions relative to the Services exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

**18. Mutual Waiver of Consequential Damages.** ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

**19. Assignment.** Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

**20. Binding on Successors.** Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

**21. Severability.** In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

**22. Entire Agreement.** The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

**23. Non-Solicitation.** Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer or any of its subsidiaries or divisions hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

**24. Governing Law and Attorney's Fees.** The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

**25. Force Majeure.** ADT shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

**26. Customer Cooperation.** Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 7:30 am and 4:30 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

**27. Risk of Loss.** This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

**28. Delays.** ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

**29. Hazardous Materials.** Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

**30. Systems Management, Optimization, Maintenance, and Backup.** Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and/or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

**31. Wireless Devices.** Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all

ocal area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

**12. Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

**13. Export Control.** Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this section shall survive the termination or expiration of this Agreement.

**14. Software.** Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

**15. Survival.** Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

**16. Waiver.** The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

**Acceptance**

**NOTICE:** Our charges under this agreement are based on your agreement to receive and pay for the services for a full Thirty Six (36) month term.

**IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.**

Florida law requires alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Customers both using the protected premise to store firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT at 866-806-2166.

Agreed and accepted as of the date set forth above. All checked items and options, and the attachments represented by such checked items and options are a part of this Proposal which, once fully executed, shall also be referred to herein as the "Agreement."

| Customer Authorized Representative | Printed Name | Title | Date |
|------------------------------------|--------------|-------|------|
|                                    |              |       |      |
| IDT Representative                 | Printed Name | Title | Date |
|                                    |              |       |      |
| IDT Authorized Manager             | Printed Name | Title | Date |
|                                    |              |       |      |

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Jeffrey Holst &lt;jeff@fldrilling.com&gt;

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**RE: Fire Alarm/Fire Suppression System Coordination**

1 message

**Carpenter, Andrea** <Andrea.Carpenter@kimley-horn.com>

Tue, May 4, 2021 at 3:18 PM

To: Jeffrey Holst &lt;jeff@fldrilling.com&gt;

Cc: "Freddy Villavicencio X." &lt;FVillavicencio@pbcgov.org&gt;, "QBontrager@pbcgov.org" &lt;QBontrager@pbcgov.org&gt;, Craig Irwin &lt;cirwin@pbcwater.com&gt;, Douglas Hart &lt;DHart1@pbcwater.com&gt;, Brandon Huffman &lt;brandon@neptunefpe.com&gt;, Thein Win &lt;twin@hillersee.com&gt;, "jdiaz@hillersee.com" &lt;jdiaz@hillersee.com&gt;

Jeff,

Please see revisions in red below. Please let me know if you have any questions.

Thank you,

## Kimley»Horn

**Andrea Carpenter, PE**

Kimley-Horn | 1920 Wekiva Way, Suite 200, West Palm Beach FL 33411

Direct: 561 840 0866 | Main: 561 845 0665 | Cell: 954 655 9073

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**From:** Carpenter, Andrea**Sent:** Sunday, May 2, 2021 12:02 PM**To:** 'Jeffrey Holst' <jeff@fldrilling.com>**Cc:** 'Freddy Villavicencio X.' <FVillavicencio@pbcgov.org>; 'QBontrager@pbcgov.org' <QBontrager@pbcgov.org>; Craig Irwin <cirwin@pbcwater.com>; 'Douglas Hart' <DHart1@pbcwater.com>; Brandon Huffman <brandon@neptunefpe.com>; 'Thein Win' <twin@Hillersee.com>; jdiaz@hillersee.com**Subject:** Fire Alarm/Fire Suppression System Coordination

Jeff,

As a follow up to our call on Thursday, below is a brief summary of what we discussed. ~~We will follow up tomorrow with how to proceed with the installed conduit and wiring for the devices being removed, as well as the covers for the removed devices on the walls.~~

- Remove the strobes, heat detectors, and pull station devices and connections associated with the fire alarm system. Remove all unused fire alarm system wires, cap unused conduits, and install blank cover for all removed device boxes.

The connection from the old electrical building to the FACP is to remain.

- Transfer the wiring associated with the motorized dampers from the FACP to the Fire Suppression Panel.
- Move the connections and signals for the HVAC system from the FACP to the Fire Suppression Panel.
- Provide Alarm 1 and Alarm 2. No need for a 3<sup>rd</sup> alarm. (This is my basic understanding. The proposed plan from the respective subcontractor will describe the signals and notifications that triggers each alarm based on what was discussed in our call. We will review the plan once received to confirm the alarms and connections are consistent with our call. It seemed that Dave or Chris had a clear understanding about these Alarms. However, if this needs to be revisited, please feel free to contact me).
- Communication between the FACP panel and the main panel in the control building is to remain.
- Provide a cost proposal and plan (wiring/signal plan) for review to confirm the system is being modified per what was discussed on the call.

Let me know if there is anything I overlooked from a coordination perspective or if there is anything else that needs to be addressed related to the pieces and parts of the system that are to be removed or the communications between each of the systems.

Thank you,

**Kimley»»Horn**

**Andrea Carpenter, PE**

**Kimley-Horn** | 1920 Wekiva Way, Suite 200, West Palm Beach FL 33411

Direct: 561 840 0866 | Main: 561 845 0665 | Cell: 954 655 9073

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**FLORIDA DESIGN DRILLING CORP.**  
7733 Hooper Road  
West Palm Beach, FL 33411

COST PROPOSAL  
NO. : 4.1

|               |  |                |               |
|---------------|--|----------------|---------------|
| PROJECT NAME: | 18-005 WTP No. 11 High Service Pump Station Electrical | DATE:          | July 14, 2021 |
| LOCATION:     | Palm Beach County, FL                                  | DRAWING NO.:   |               |
| OWNER:        | Palm Beach County Water Utility District               | SPEC. SECTION: |               |
| ENGINEER:     | Kimley-Horn & Associates                               |                |               |

REFERENCE: TIME & MATERIAL: REQUEST FOR PROPOSAL: X  
 DESCRIPTION: Costs for SBE electrician to keep his crew on payroll due to delays to on site work which are beyond our control. The average cost per man hour is \$65/hr and the crew is 5 men. The crews work four 10-hour days per week. Therefore, cost per 10-hour day is \$3,250. The electrician ran out of work on December 16th and startup has been delayed to January 19th. That is a total of 19 work days delayed (assuming 4 work days per week).

**PRICING INFORMATION**

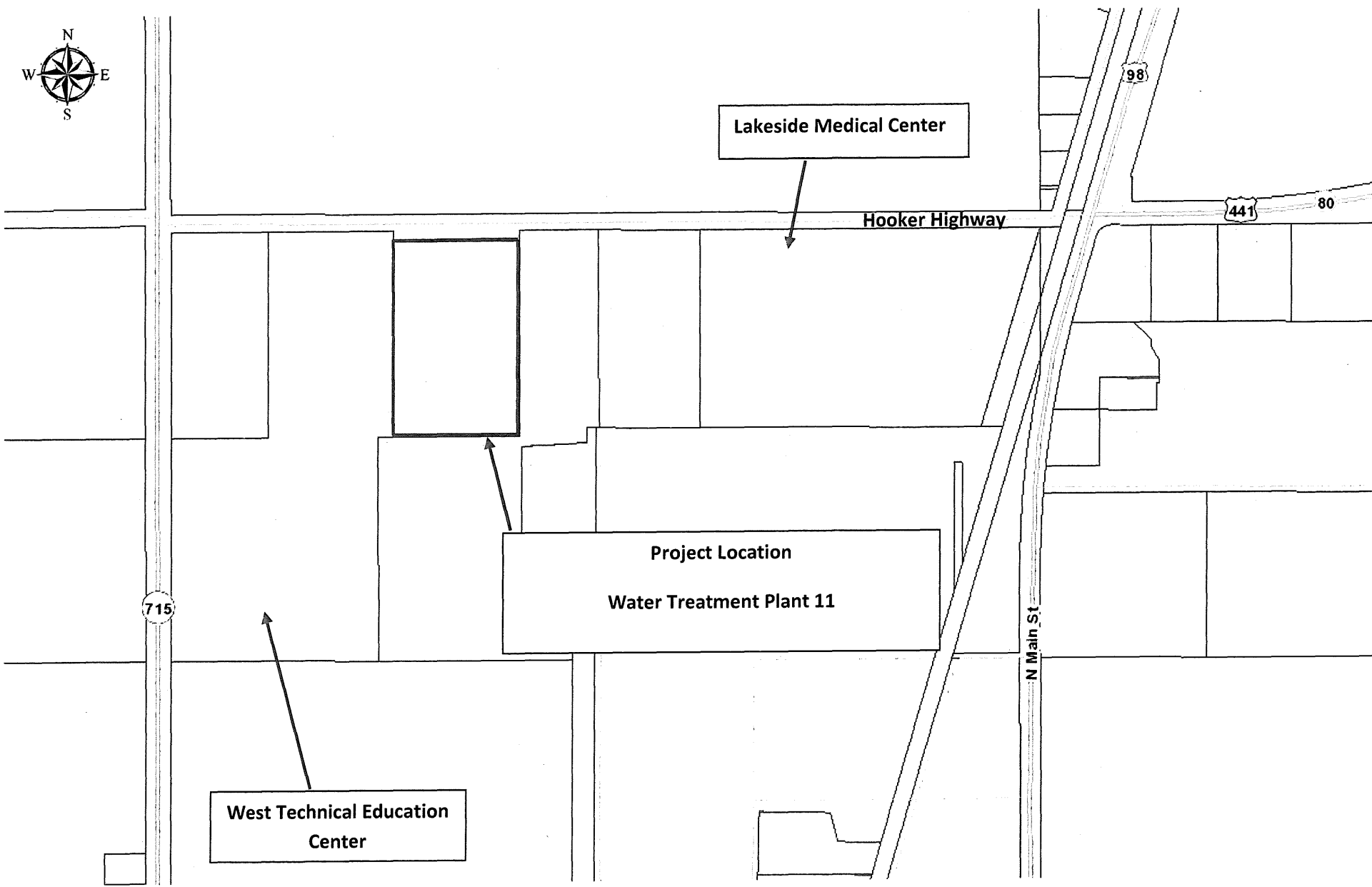
|                 | SKILL/TRADE                  | MAN-HOURS        | RATE     | COST             |                     |           |
|-----------------|------------------------------|------------------|----------|------------------|---------------------|-----------|
| 1. DIRECT LABOR | Welder                       | MH               | \$ 80.00 | \$ -             |                     |           |
|                 | 1.A GENERAL LABOR:           | Unskilled        | MH       | \$ 42.00         | \$ -                |           |
|                 |                              | Skilled          | MH       | \$ 56.00         | \$ -                |           |
|                 |                              | Operator         | MH       | \$ 60.00         | \$ -                |           |
|                 | 1.B FIELD ENGINEERING:       | Foreman          | MH       | \$ 65.00         | \$ -                |           |
|                 |                              | Superintendent   | MH       | \$ 95.00         | \$ -                |           |
|                 |                              | Project Engineer | MH       | \$ 90.00         | \$ -                |           |
|                 |                              | Project Manager  | 8 MH     | \$ 120.00        | \$ 960.00           |           |
|                 | 1.C DAILY GENERAL CONDITIONS | Vice President   | MH       | \$ 150.00        | \$ -                |           |
|                 |                              | Time Increase    | DAYS     | \$ -             | \$ -                |           |
|                 |                              |                  |          |                  | <b>SUBTOTAL (1)</b> | \$ 960.00 |
|                 | SMALL TOOLS & CONSUMABLES    |                  |          |                  | 4%                  | \$ 38.40  |
|                 | OVERHEAD & PROFIT            |                  |          |                  | 15%                 | \$ 149.76 |
|                 |                              |                  |          | <b>TOTAL (1)</b> | \$ 1,148.16         |           |

|                            | DESCRIPTION                          | WEEKS       | UNIT PRICE | COST |
|----------------------------|--------------------------------------|-------------|------------|------|
| 2. MATERIALS AND EQUIPMENT | 2.A EQUIPMENT:                       |             |            |      |
|                            | Excavator                            | WK          | \$800.00   | \$ - |
|                            | Skidsteer                            | WK          | \$700.00   | \$ - |
|                            | Mudhog Pump                          | WK          | \$115.00   | \$ - |
|                            | Plate Compactor                      | WK          | \$115.00   | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            | Equipment mobilization/demob         | EA          | \$400.00   | \$ - |
|                            | <b>SUBTOTAL (2.A)</b>                |             |            | \$ - |
|                            | FUEL (ON 2.A ONLY)                   |             | 12%        | \$ - |
| 2.B MATERIAL               | MATERIAL                             | UNITS NOTED |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            |                                      |             |            | \$ - |
|                            | <b>SUBTOTAL (2.B)</b>                |             |            | \$ - |
| 2.C DIRECT COSTS:          | SALES TAX (ON 2.B ONLY)              |             | 0%         | \$ - |
|                            | SURTAX ON FIRST \$5,000 OF EACH DELV |             | 0%         | \$ - |
|                            | <b>SUBTOTAL (2)</b>                  |             |            | \$ - |
|                            | OVERHEAD & PROFIT                    |             | 15%        | \$ - |
|                            | <b>TOTAL (2)</b>                     |             |            | \$ - |

| 3. SUBCONTRACTORS               | DESCRIPTION OF WORK | COST         |
|---------------------------------|---------------------|--------------|
| Electron Corp. of South Florida | See above.          | \$ 17,755.56 |
| Fire Mind DBA Porta Potty To Go | Port-o-lets         | \$ 211.86    |
|                                 |                     |              |
|                                 |                     |              |

|                   |                          |              |
|-------------------|--------------------------|--------------|
|                   | <b>SUBTOTAL (3)</b>      | \$ 17,967.42 |
| OVERHEAD & PROFIT | 5%                       | \$ 898.37    |
|                   | <b>TOTAL (3)</b>         | \$ 18,865.79 |
|                   | <b>TOTAL (1)+(2)+(3)</b> | \$ 20,013.95 |
| Bonds & Insurance | 2.0%                     | \$ 400.28    |
| Permits           | 0.0%                     | \$ -         |
|                   | <b>GRAND TOTAL</b>       | \$ 20,414.23 |

ATTACHMENT 2  
Location Map  
PBCWUD Project No. 18-005





ATTACHMENT 3

FLORDES-01

DRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: CAL Risk Management, 23 Eganfuskee Street, Suite 102, Jupiter, FL 33477. CONTACT NAME: Suzanne Nelson, PHONE: (561) 868-6291, FAX: (561) 427-6730, E-MAIL ADDRESS: Snelson@callic.com. INSURERS: Zurich American Insurance (16535), Landmark American Ins Co (33138), Navigators Specialty Insurance Co (36056), Aspen American Insurance Company (43460).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation, Pollution Liability, and Equipment Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Water Treatment Plant No.11, High Service Pump Station Electrical Building Improvements, P

Certificate holder is expanded to read: Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees

CERTIFICATE HOLDER: Palm Beach County Water Utilities Department, Director Utilities Engineering, 18100 Forest Hill Boulevard, West Palm Beach, FL 33413. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



**ADDITIONAL REMARKS SCHEDULE**

|                                      |                             |   |  |
|--------------------------------------|-----------------------------|---|--|
| AGENCY<br><b>CAL Risk Management</b> |                             | NAMED INSURED<br><b>Florida Design Drilling Corporation</b><br>7733 Hooper Rd.<br>West Palm Beach, FL 33411<br>Palm Beach |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b>   |                             |   |  |
| CARRIER<br><b>SEE PAGE 1</b>         | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>   |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:**  
 County Water Utilities Departments, its officers, directors, agents and employees.  
 30-day notices of cancellation will be issued to the certificate holder in accordance with policy terms & conditions, as required by written contract.