



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Special Meeting

December 2, 2024 9:00 AM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities or language barriers needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 103, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105 - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda at the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

3. Presentations and/or Proclamations

A. *WASTEWATER TREATMENT PLANT UPDATE*

4. Public Hearings - Timed - Legislative

A. *SWEAR IN CITY STAFF AND PUBLIC SPEAKERS*

- B. **ORDINANCE NO. O2024-80** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING SECTION 19-215 – REPORTING REQUIREMENT FOR PERMITTEE AND ADDING SECTIONS 19-217 – 19-222 (CHAPTER 19 – UTILITIES, ARTICLE V – SEWER USE); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Modification to Chapter 19 of the Code of Ordinances

Staff recommends approval.

5. **Public Hearings - Timed - Quasi-Judicial**
6. **Public Forum - 4 minute time limit**
7. **Ordinances First Reading Only (No Vote)**

- A. **ORDINANCE NO. O2024-91** - AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING EXHIBIT “A” OF ORDINANCE NO O2023-54, AS AMENDED, RELATING TO THE WASTE MANAGEMENT CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES; ESTABLISHING NEW RATES AND FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Waste Management Rate Update

Staff recommends approval.

8. **Resolutions for Approval**
9. **Financial & Contracts & Agreements**
 - A. GRANT AMENDMENTS FOR WASTEWATER TREATMENT PLANT
 - B. WILDWOOD WRF ADDITIONAL SERVICES FOR CPH ENGINEERING IN THE AMOUNT OF \$168,511.00.
 - C. OWNER DIRECT PURCHASE OF LARGE EQUIPMENT FOR THE WASTEWATER TREATMENT PLANT PROJECT FOR THE TOTAL AMOUNT OF \$8,110,812.00.
10. **General Items for Consideration/Discussion and Other Business**
 - A. CITY CHARTER DISCUSSION
11. **Appointments**
12. **City Manager Reports**

13. **Other Department Reports**
14. **Commission Members Reports**
15. **City Attorney Reports**
16. **Adjournment**

Upcoming Events

December 6, 2024 - Winterfest & Light Up Wildwood Christmas Parade at City Hall
from 6:00pm to 9:00pm

December 9, 2024 - City Commission Meeting at City Hall at 9am

December 2, 2024 9:00 AM

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Wastewater Treatment Plant Update

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Please see the attached presentation and wastewater treatment plant capacity projections from the City Manager.

Wastewater Treatment Plant Project Update December 2, 2024 Special Called Meeting

Jason McHugh, City Manager



WILDWOOD
FLORIDA

Wastewater Treatment Plant Update

- Topics Covered
 - Current encumbered funds
 - Current cost estimates and funding sources
 - Current capacity projections



Encumbered Funds

Expenses Incurred/Encumbered		
Vendor	Service/Equipment	Contract Amount
CPH	Phase IA Improvements - Design	\$268,475.00
CPH	Phase IA Improvements - Construction	\$124,885.00
PC Construction	Phase IA Improvements	\$2,757,159.00
CPH	Engineering Bond Report	\$149,885.00
CPH	WWTP Design	\$2,259,354.00
Garney	Preconstruction Services	\$994,000.00
Integrated Power Services	Kohler Generator	\$439,750.00
Veolia Water Technologies	Supplemental Aeration	\$1,299,000.00
Kimley Horn	RIBS Expansion Design	\$344,000.00
Total Expenditures Incurred/Encumbered To Date:		\$8,636,508.00



Milestones and Cost Estimates

Current Cost Estimates				
Vendor	Phase	Design Phase	Target Approval Date	Estimated Cost
Garney	ODP Package #1	Set for Approval	Dec-24	\$8,110,812.00
Garney	Phase 1 GMP*	Awaiting GMP	Jan-25	\$35,000,000.00
Garney	Phase 2 GMP*	60%	Apr-25	\$55,318,641.00
Garney	Phase 3 GMP*	30%		\$55,250,000.00
Total Estimated Cost:				\$153,679,453.00



Funding

Wastewater Treatment Plant Funding Schedule

Water Quality Improvements Grant	\$9,250,000.00
Transfer From General Fund	\$4,000,000.00
Transfer From CIP Fund	\$5,000,000.00
Wastewater SDC Fees	\$15,000,000.00
Loan Proceeds	\$121,000,000.00

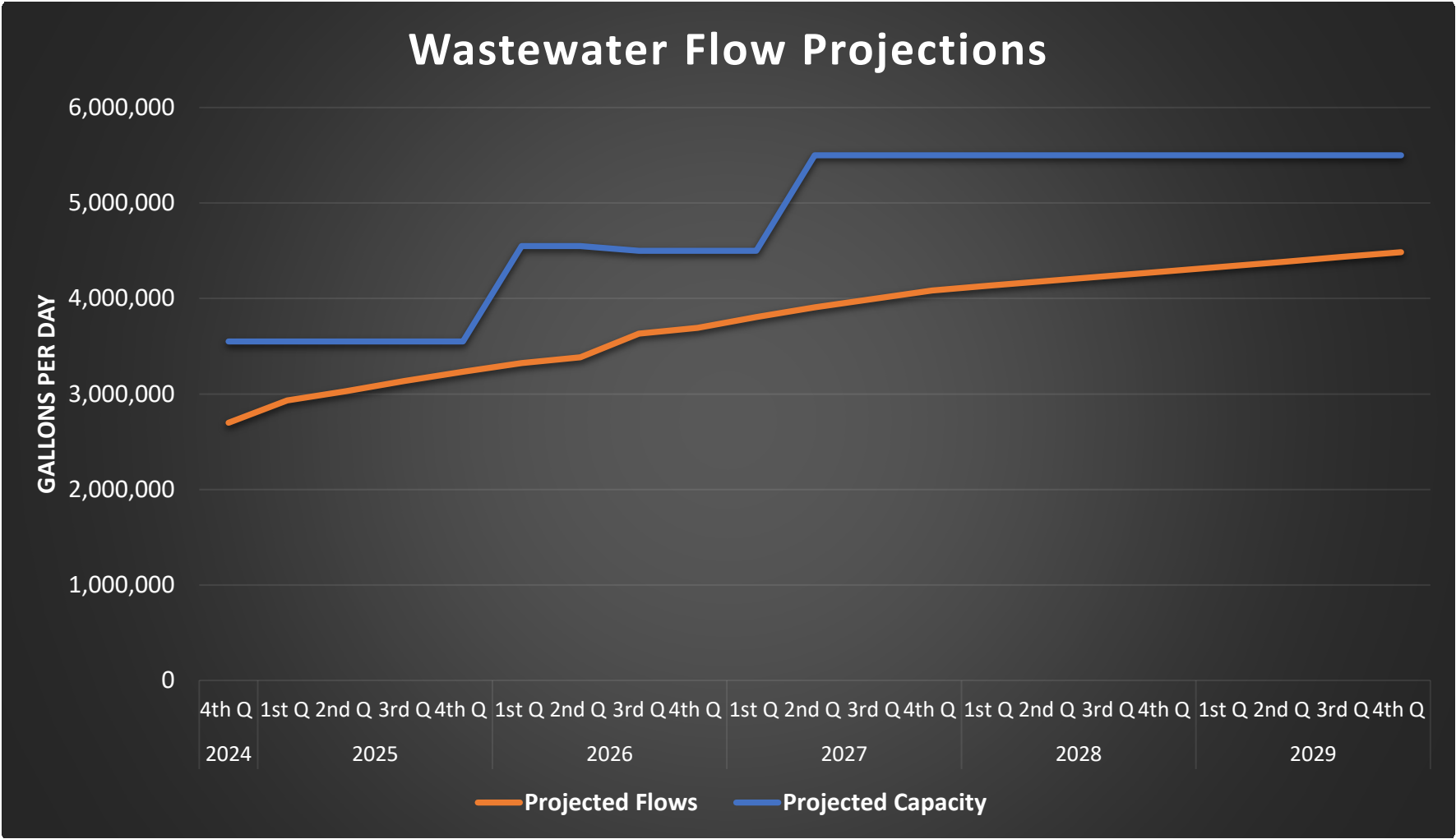
Total Funding	\$154,250,000.00
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Grant Applications Pending (Would Result in Reduction of Loan Amount)

Alternative Water Supply Grant	\$3,250,000.00
Water Quality Improvements Grant	\$6,000,000.00



Capacity



Capacity

- Current wastewater capacity – 3.55 MGD
- FDEP permit modification needed by January of 2026 to increase capacity to meet demands
- Temporary capacity (DAVCO plant) needed to meet demands
- Timeline for Expansion
 - 4.55 MGD Capacity – January 2026
 - 5.5 MGD Capacity – March 2027



Temporary Capacity

- DAVCO plant
 - Adds 1 MGD of capacity to the wastewater system
 - Cost estimate – \$4 million; will be included in ODP package and GMP
 - Timeline for installation – 12 months
 - Can be repurposed or sold afterward





WILDWOOD

FLORIDA

New Known Development					New ERCs	NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	
					2024		2025					2026					2027					2028					2029					
Project	Units	ERCs	Type	Status	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		
Twisted Oaks Townhomes	248	149	SFA	Under construction				20	20	20		20	30	30	9																	
Twisted Oaks Multifamily	270	108	Apartments	Under construction						50		20	8																			
Magnolia at Powell	132	79	Townhomes	Opening Soon	27		25	25																								
Oxford BFR	154	123	BFR	Approved													25	25	25	25		23										
100 Oaks	411	411	SFD	Under review													15	15	15	15		15	15	15	15		15	15	15	15		
SoLiv Wildwood	323	129	Apartments	Under review													50	50	29													
Evolve Apartments	248	99	Apartments	Under construction						25		25	25	24																		
Woodland Crossings (County)	532	532	SFD	Under review													10	10	10	10		10	10	10	10		10	10	10	10		
The Keys at Wildwood I	190	152	BFR	Under construction			32	32	32	32		24																				
The Keys at Wildwood II	302	242	BFR	Under construction					50	50		50	50	42																		
Livano at Wildwood	248	99	Apartments	Opening Soon			25	49	49																							
Wildwood Multifamily at Turkey Run	144	58	Apartments	Under review										40	18																	
Wildwood Place PD	300	250	Multi-family	Under review													50	50	50	50		50										
Tillman Villas	180	180	SFD	Under construction								15	15	15	15		15	15	15	15		15	15	15	15							
Commander's Pointe	638	255	Multi-family	Under review															50	50		50	50	5								
Canvas at Wildwood	224	224	SFA	Under review													20	20	20	20		20	50	50	24							
		443																														
Oxford Crossings (Residential)	886		Mixed	Awaiting Submittal													25	25	25	25		25	25	25	25		25	25	25	25		
Townhomes at Peppertree (Blount)	144	86	Townhomes	Under review									25	25	25	25		11	25	10												
Tillman Oaks	160	160	SFA	Under construction								25	25	25	25		25	25	10			10	10	10	10		10	10	10	10		
Mateo Oaks	164	164	SFD	Under review														10	10	10		10	10	10	10		10	10	10	10		
Boulder (CR 213/CR 44A)	312	250	Mixed	Under review										10	10		10	10	10	10		10	10	10	10		10	10	10	10		
Wildwood III (CR 213/44A)	350	210	BFR	Under review											10		25	25	25	25		25	25	25	25							
INFILL					5		5	5	5	5		5	5	5	5		5	5	5	5		5	5	5	5		5	5	5	5		
Subtotal	6,560	4,403			32	32	87	131	156	182	556	184	183	216	117	700	286	285	299	260	1,130	268	225	225	154	872	85	85	85	85	340	
Existing Residential Developments (Additional Units)						NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs						
							2025					2026					2027					2028					2029					
Project	Units	ERCs	Type	Status	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		
Triumph South (Phase 2)	72	72	SFD	Active						5	5	5	5	5			5	5	5	5		5	5	5	5		2					
Simple Life Tiny Homes	134	134	SFD/MH	Active	2		2	2	2	2		2	2	2	2		2	2	2	2		5	5	5	5		5	5	5	5		
Densan Park (Phase 1 -3)	76	76	SFD	Active	5		5	5	5	5		5	5	5	5		5	5	5	5		5	6									
Grand Oaks Manor (Phase 1)	145	145	SFD	Active	2		2	2	2	2		2	2	2	2		2	2	2	2		2	2		2		5	5	5	5		
Sundance Trails at Beaumont	150	60	Apartments	Active	25		25	10																								
The Juliette	172	69	Apartments	Active	25		25	19																								
Wildwood Landing	101	51	Cottages	Active	10		10	10	10	11																						
Solamar	243	194	BFR	Opening Soon	25		25	50	50	44																						
Eden (fka Zora)	130	104	BFR	Active	25		25	30	24																							
Inspire at Wildwood	192	154	BFR	Active	25		25	50	50	4																						
Highfield at Twisted Oaks	374	374	SFD	Active	10		10	10	10	10		15	15	15	15		15	15	15	15		15	15	15	15		15	15	15	15		
Twisted Oaks SFD	734	734	SFD	Active	10		10	10	10	10		15	15	15	15		15	15	15	15		15	15	15	15		15	15	15	15		
Subtotal	2,523	2,166			164	164	164	198	168	93	623	44	44	44	44	176	44	44	44	44	176	47	48	42	42	179	42	40	40	40	162	
ILF/ALF Developments						NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs						
							2025					2026					2027					2028					2029					
Project	ERCs		Status		4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		
Inspire Independent Living Facility	134	74	Under review											35	39																	
Trailwinds ALF	130	72	Approved							36		36																				
Subtotal	264	145																														

Freedom Fellowship Church	6	Under review				6																											
New Horizon Plaza	48	Under construction			12	6	12	6		6	6																						
Encounter Church	7	Under review								7																							
Oxford Overnight	73	Under review														35	38																
Woodspring Suites	61	Approved											30			31																	
Betancur Othordontics	2	Approved									2																						
South Wildwood Industrial Park Lot 5A	1	Approved								1																							
Self Storage @ Twisted Oaks	1	Under construction			1																												
Chesterfield Villages Plaza Ph 2	8	Approved					8																										
Cleveland Health Center	7	Under review					7																										
Oxford Crossings Commercial	40	Awaiting Submittals								4	4	4	4			4	4	4	4		4	4											
CVC - ASC - Oxford Pointe	3	Opening Soon	3																														
Chipotle @ Signature Drive	5	Under construction				5																											
7 Eleven @ C-462	6	Under construction				6																											
Dentist Office - Oxford Professional Park	2	Under construction			2																												
The Railyard	5	Approved						5																									
Mister Car Wash	13	Under construction			13																												
A-1 Ready Mix Block Plant	1	Approved			1																												
Storage at Powell	1	Under construction				1																											
Meredith Nagel Law Office	2	Under construction				2																											
Karparti Law	2	Under review						2																									
Premier Psychological	1	Under construction						1																									
Monarch Ranch Industrial	50	Awaiting Submittals																25		25													
Pike 75 Industrial	50	Awaiting Submittals																25		25													
Werner Trucking (County)	20	Approved										10	10																				
Old Dominion Trucking (County)	20	Under construction				10	10																										
INFILL			5		5	5	5	5		5	5	5	5																				
Subtotal	786		15	15	45	58	108	73	284	94	17	56	49	216	114	86	4	54	258	54	4	0	0	58	0	0	0	0					
Total All Developments				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs	New ERCs				NEW YEARLY ERCs									
					2025					2026					2027					2028					2029								
			4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q		1st Q	2nd Q	3rd Q	4th Q					
			211		211	296	387	432		384	1,499	358	244		351	249	1,202	444		415	347	358	1,564		369	277	267	196	1,109	127	125	125	125

City of Wildwood Wastewater Treatment Plant Flow Projections

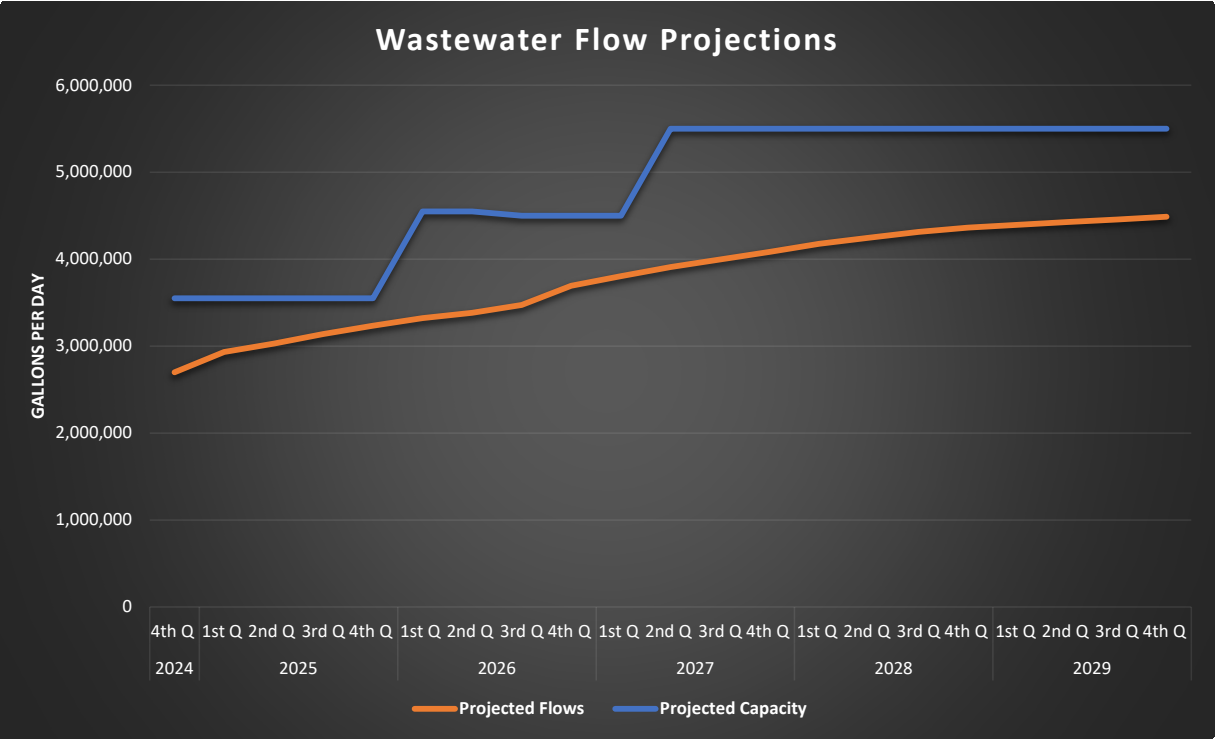
PROJECTED FLOWS (GPD) CURRENT		PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)			
	2024	2025				2026				2027				2028				2029			
	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
	52,750	234,000	96,750	108,000	96,000	89,500	61,000	87,750	62,250	111,000	103,750	86,750	89,500	92,250	69,250	66,750	49,000	31,750	31,250	31,250	31,250
2,646,000	2,698,750	2,932,750	3,029,500	3,137,500	3,233,500	3,323,000	3,384,000	3,471,750	3,694,000	3,805,000	3,908,750	3,995,500	4,085,000	4,177,250	4,246,500	4,313,250	4,362,250	4,394,000	4,425,250	4,456,500	4,487,750

Notes:
Continental Country Club flow (160,000 gpd) added to City's main wastewater treatment facility in September of 2026
Projected growth of 200 ERCs per quarter from 2030 onward

PROJECTED CAPACITY (GPD)	2024	2025				2026				2027				2028				2029			
	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
	3,550,000	3,550,000	3,550,000	3,550,000	3,550,000	4,550,000	4,550,000	4,500,000	4,500,000	4,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000

Notes:
FDEP Permitted capacity is 3.55 MGD; Permit modification needed by January 2026
Phase 1 and 2 and ancillary improvements completed by June 2026 to bring total capacity to 4.5 MGD (includes 1 MGD of temporary capacity)
Phase 3 completed by March 2027 to increase total capacity to 5.5 MGD

PROJECTED EXCESS CAPACITY (GPD)	2024	2025				2026				2027				2028				2029			
	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
	851,250	617,250	520,500	412,500	316,500	1,227,000	1,166,000	1,028,250	806,000	695,000	1,591,250	1,504,500	1,415,000	1,322,750	1,253,500	1,186,750	1,137,750	1,106,000	1,074,750	1,043,500	1,012,250



City of Wildwood Wastewater Treatment Plant Flow Projections

PROJECTED FLOWS (GPD)	PROJECTED NEW FLOW (GPD)	PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)				PROJECTED NEW FLOW (GPD)			
	2024	2025				2026				2027				2028				2029			
	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
	52,750	234,000	96,750	108,000	96,000	89,500	61,000	87,750	62,250	111,000	103,750	86,750	89,500	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
2,646,000	2,698,750	2,932,750	3,029,500	3,137,500	3,233,500	3,323,000	3,384,000	3,631,750	3,694,000	3,805,000	3,908,750	3,995,500	4,085,000	4,135,000	4,185,000	4,235,000	4,285,000	4,335,000	4,385,000	4,435,000	4,485,000

Notes:
Continental Country Club flow (160,000 gpd) added to City's main wastewater treatment facility in June of 2026
Projected growth of 200 ERCs per quarter from 2030 onward

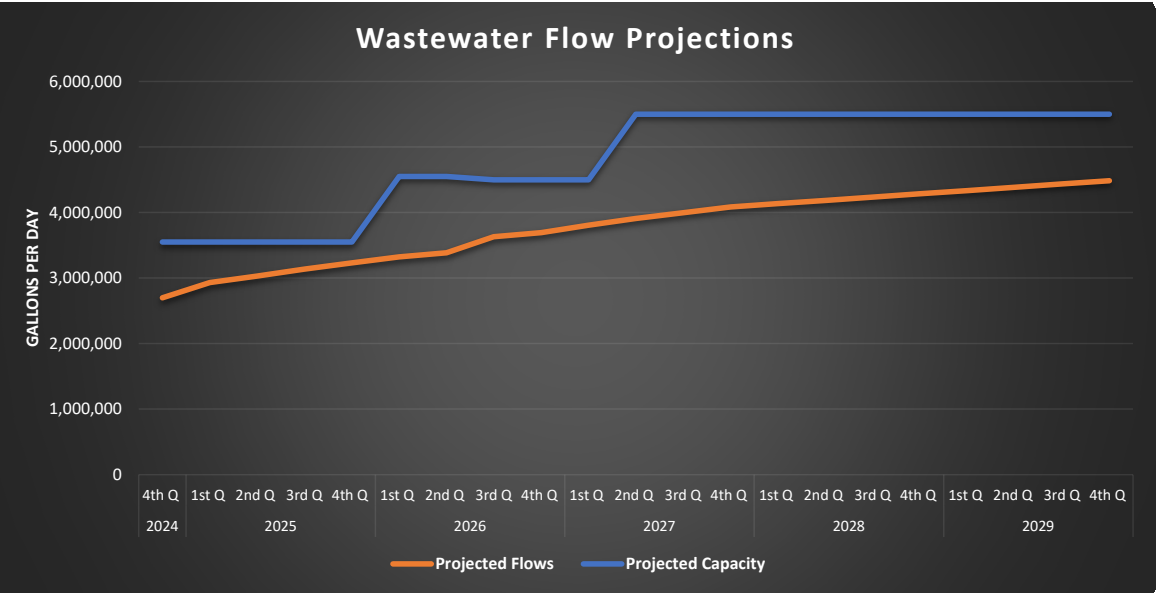
PROJECTED CAPACITY (GPD)	2024	2025				2026				2027				2028				2029			
	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
	3,550,000	3,550,000	3,550,000	3,550,000	3,550,000	4,550,000	4,550,000	4,500,000	4,500,000	4,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000

Notes:
FDEP Permitted capacity is 3.55 MGD; Permit modification needed by January 2026
Phase 1 and 2 and ancillary improvements completed by June 2026 to bring total capacity to 4.5 MGD (includes 1 MGD of temporary capacity)
Phase 3 completed by March 2027 to increase total capacity to 5.5 MGD

COMMITTED CAPACITY OUTSIDE OF KNOWN DEVELOPMENTS (GPD)	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250	19,250
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Notes:
Capacity reserved through Developer's Agreement or Concurrency Reservation not accounted for in the flow projections

PROJECTED EXCESS CAPACITY (GPD)	2024	2025				2026				2027				2028				2029			
	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
	832,000	598,000	501,250	393,250	297,250	1,207,750	1,146,750	849,000	786,750	675,750	1,572,000	1,485,250	1,395,750	1,345,750	1,295,750	1,245,750	1,195,750	1,145,750	1,095,750	1,045,750	995,750



Threshold Margin of Error
(2025 4Q)

8.37%

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Swear in City Staff and Public Speakers

REQUESTED ACTION:

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Modification to Chapter 19 of the Code of Ordinances

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: None.

HISTORY/FACTS/ISSUES:

The attached ordinance proposes changes to Chapter 19 of the City's Code of Ordinances pertaining to the City's Industrial Waste (IW) program. The City's IW program is overseen by the Utilities Department and requires certain commercial and industrial wastewater customers to obtain a permit from the City before discharging into the sanitary sewer system.

The Florida Department of Environmental Protection has coordinated with the Utilities Department and requested modifications to strengthen the City's IW program and to remain in compliance with Section 62-25 of the Florida Administrative Code. Changes are proposed to Section 19-215 of the City's Code of Ordinances and adds Sections 19-217 through 19-222 of the same.

ORDINANCE NO. O2024-80

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA,
AMENDING SECTION 19-215 – REPORTING REQUIREMENT
FOR PERMITTEE AND ADDING SECTIONS 19-217 – 19-222
(CHAPTER 19 – UTILITIES, ARTICLE V – SEWER USE);
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. PURPOSE. This article amends, restates, supersedes, and replaces the current Section 19-215 and adds Sections 19-217 – 19-222 of the Wildwood Code of Ordinances (Chapter 19; Article V) to conform the same to comply with certain state statutes and regulations.

SECTION 2. FINDINGS. The City Commission finds that Section 19-215 of the Code of Ordinances should be amended and Sections 19-217 – 19-222 should be added to better comply with relevant state statutes and regulations. The City Commission finds that the adoption of this amendment will bring certain pretreatment standards, reporting, recordkeeping, and administrative requirements into harmony with said statutes and regulations.

SECTION 3. AMENDMENT. The City Commission adopts in full the amended, revised, and additional language of the Code of Ordinances as follows:

See Attachment “A”

SECTION 4. CONFLICT. Any existing ordinance of the City of Wildwood, or portions thereof, in conflict with the terms of this ordinance are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared unconstitutional, inoperative, or void, such holding or invalidity shall not affect the remaining portions of this Ordinance, and it shall be construed to have been the Commission’s intent to pass this Ordinance without such unconstitutional, invalid, or inoperative part therein.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

SECTION 7. SCRIVENER’S ERROR. The city attorney may correct scrivener’s errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

DONE AND ORDAINED this _____ day of _____, 2024, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

Attachment “A”

Sec. 19-215. - Reporting requirement for permittee.

(a) *Baseline monitoring reports.*

- (1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2)(d), F.A.C., whichever is later, existing industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in paragraph (2) below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the director a report which contains the information listed in paragraph (2) below. New sources shall report the method of pretreatment it intends to use to meet applicable pretreatment standards. New source also shall give estimates of the information requested in paragraph (2)(d) and (3) below.
- (2) Industrial users described above shall submit the information set forth below:
 - a. Identifying information. The name and address of the facility, including the name of the operator and owner.
 - b. Permits. A list of any pollution control permits held by or for the facility.
 - c. Description of operations. A brief description of the nature, average rate of production, and standard industrial classifications (SIC) codes of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - d. Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 62-625.410(6) F.A.C.
 - e. Measurement of pollutants.
 1. Except as indicated in subsections (b) and (c) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by (the superintendent). Where time-proportional composite sampling or grab sampling is authorized by [the city]; the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides and the sulfide samples may be composited in the laboratory. Composite samples for other

parameters unaffected by the composting procedures as documented in approved EPA methodologies may be authorized by [the city], as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.

2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
3. For sampling required in support of a baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data are available, (the superintendent) may authorize a lower minimum. For the reports required by Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.
4. The categorical pretreatment standards applicable to each regulated process.
5. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the director, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and all laboratory and analytical reports shall comply with Rule 62-160.670, F.A.C.
6. A minimum of four grab samples must be used for any of these applicable tests: pH, cyanide, total phenals, oil and grease, sulfide, volatile organics, temperature dissolved oxygen, chlorine residual, uni-ionized ammonia, microbiology, specific conductance, and dissolved constituents (e.g., ortho phosphate, etc.). For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The control authority shall waive flow-proportional composite sampling for any industrial user that demonstrates that flow-proportional sampling is technically infeasible. In such cases, samples shall be obtained through time-proportional composite sampling techniques or through a minimum of four grab samples where the industrial user demonstrates that this will provide a representative sample of effluent being discharged.
7. The industrial user shall take a minimum of one representative sample to compile that data necessary to comply with these requirements.

8. Samples shall be taken immediately downstream from pretreatment facilities, if such exist, or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the industrial user shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of Rule 62-625.410(6), F.A.C., in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with Rule 62-625.410(6), F.A.C., this adjusted limit, along with supporting data, shall be submitted to the control authority.
9. All activities related to sampling and analysis shall comply with Chapter 62-160, F.A.C., and shall be conducted under the requirements of Rule 62-160.300(5), F.A.C., which is Category 2A.
 - a. Sampling activities and laboratory analyses shall be performed according to procedures specified in "The Department of Environmental Regulation Standard Operating Procedures for Laboratory Operations and Sample Collection Activities" (DER-AQ-001/92) September 1992, herein incorporated by reference. Alternately, an organization with the required protocols listed in their department approved comprehensive quality assurance plan may sample and analyze according to the protocols specified in that document.
 - b. To the extent possible, analytical tests shall be performed in accordance with the techniques prescribed in chapter 62-160, F.A.C. If a test for a specific component is not available in chapter 62-160, F.A.C., the testing laboratory shall select an alternative method from those listed in DER-QA-001/92 and propose its use to the quality assurance section of the department. The department shall determine if the proposed method is appropriate and applicable for use by the laboratory in accordance with Rule 62-160.530, F.A.C.
 - c. Where sampling or analytical techniques for the pollutant in question are not available or approved, or where the department determines that sampling and analysis shall be performed by using analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the control authority or other parties, for which method validation information has been submitted and approved by the Department in accordance with Rules 62-160.430, 62-160.520 and 62-160.530, F.A.C.
10. The industrial user may submit a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

11. The baseline report shall indicate the time, date and place of sampling; method of analysis; and test results for each component and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- f. Certification of Permit Applications, User Reports and Initial Monitoring Waiver. The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with this article; users submitting baseline monitoring reports on compliance with the categorical pretreatment standard deadlines under this article; users submitting periodic compliance reports required by this article, and users submitting an initial request to forego sampling of a pollutant on the basis of this article. The following certification statement must be signed and by an authorized representative as defined in this article:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
 - g. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-215(b).
 1. Where the industrial user's categorical pretreatment standard has been modified by the combined waste stream formula in accordance with Rule 62-625.410(6), F.A.C., a removal credit in accordance with Rule 62-625.420, F.A.C., or a fundamentally different factor variance in accordance with Rule 62-625.700, F.A.C., at the time the industrial user submits the report required by this subsection, the information requested in f. and g. of this subsection shall pertain to the modified limits.
 2. If the categorical pretreatment standard is modified by the combined waste stream formula, a removal credit, or a fundamentally different factor variance after the industrial user submits the report required by this subsection, any necessary amendment to the information requested in f. and g. of this subsection shall be submitted by the industrial user to the control authority within 60 days after the modified limit is approved.

- h. Signature and certification. All baseline monitoring reports must be signed and certified in accordance with section 19-214(14).
- (b) *Compliance to schedule progress reports.* The following conditions shall apply to the compliance schedule required by section 19-215(a)(2)g.:
 - (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning on conducting routine operation);
 - (2) No increment referred to above shall exceed nine months;
 - (3) The user shall submit a progress report to the director no later than 14 days following each date in the schedule and the final date of compliance, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken to return the established schedule; and
 - (4) In no event shall more than nine months elapse between such progress reports to the director.
- (c) *Reports on compliance with categorical pretreatment standard deadline.* Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the director a report containing the information described in subsections (a)(2)d. through f. of this section. For users subject to equivalent mass or concentration limits established in accordance with procedures in (Rule) 62-625.410(4) (F.A.C.), this subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 19-214(14).
- (d) *Periodic compliance reports .*
 - (1) All significant industrial users shall, at a frequency determined by the director but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. The city may require more detailed reporting of flows if necessary to comply with the requirements of this article. All periodic compliance reports must be signed and certified in accordance with section 19-214(14).

- (2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
 - (3) If a user subject to the reporting requirements in this section monitors any pollutant more frequently than required by the director, using the procedures prescribed in section 19-215(k), the results of this monitoring shall be included in the report.
- (e) *Reports of changed conditions.* Each user must notify the director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.
- (1) The director may require the user submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 12-214.
 - (2) The director may issue a wastewater discharge permit under section 19-214 or modify an existing wastewater discharge permit under section 19-214 in response to changed conditions or anticipated changed conditions.
 - (3) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20 percent or greater, and the discharge of any previously unreported pollutants.
- (f) *Reports of potential problems.*
- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
 - (2) Within five days following such discharge, the user shall, unless waived by the director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.
 - (3) A notice shall be permanently posted on the user's bulletin board or other permanent place advising employees whom to call in the event of a discharge described in subsection (1) above. Employers shall ensure that all employees,

who may cause such a discharge to occur, are advised of the emergency notification procedure.

- (g) *Reports from unpermitted users.* All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the director as the director may require.
- (h) *Notice of violation/repeat sampling and reporting.* If sampling performed by a user indicates a violation, the user must notify the director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the violation. The user is not required to resample if the director monitors at the user's facility at least once a month, or if the director samples between the user's initial sampling and when the user receives the results of this sampling.
- (i) *Notification of discharge hazardous waste.*
 - (1) The industrial user shall notify the control authority and the department's hazardous waste and pretreatment authorities in writing of any discharge into the WWF of a substance, which, if otherwise disposed of, would be hazardous waste under Chapter 62-730, F.A.C. Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the WWF, the notification shall also contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following 12 months. Industrial users who commence discharging after the effective date of this article shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection needs to be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under subsection (e) above. The notification requirement of this section does not apply to pollutants already reported under the self-monitoring requirements of subsections (a), (c) and (d) of this section.
 - (2) Discharges are exempt from the requirements of subsection (1) above during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in chapter 62-730, F.A.C., requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.
 - (3) In the case of any new department regulations identifying additional characteristics of hazardous waste or listing any additional substance as a

hazardous waste, the industrial user must notify the control authority and the department's hazardous waste and pretreatment authorities of the discharge of such substance within 90 days of the effective date of such regulations.

- (4) In the case of any notification made under this subsection, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
 - (5) This provision does not create a right to discharge any substance not permitted to be discharged by this chapter, a permit issued thereunder, or applicable federal or state law.
- (j) *Analytical requirements.* All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in Rule 62-160, F.A.C., unless otherwise specified in an applicable categorical pretreatment standard. If Rule 62-160, F.A.C. does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.
- (k) *Sample collection.*
- (1) Except as indicated in subsection (2) below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the director may authorize the use of time proportional sampling or a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
 - (2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (l) *Timing .* Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall be given.
- (m) *Recordkeeping .*
- (1) Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of such requirements, and documentation associated with best management practices established under this article. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period

shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the city.

- (2) Except as indicated in subsections (3) and (4) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the city. Where time-proportional composite sampling is authorized by the city, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
 - (3) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
 - (4) For sampling required in support of baseline monitoring and 90-day compliance reports required in this article (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city may authorize a lower minimum. For the reports required by this article (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.
- (n) Certification statements. Certification of permit applications, user reports and initial monitoring waiver—The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with subsection 19-214 of this chapter; users submitting baseline monitoring reports under 19-215, see 40 CFR 403.12(l); users submitting reports on compliance with the categorical pretreatment standard deadlines under subsection (c) of this section, see 40 CFR 403.12(d); users submitting periodic compliance reports required by subsection (d) of this section, see 40 CFR 403.12(e) and (h), and users submitting an initial request to forego sampling of a pollutant, see 40 CFR 403.12(e)(2)(iii). The following certification statement must be signed by an authorized representative as defined in subsection 19-181 of this chapter:
- I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure

that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(1) Annual Certification for Non-Significant Categorical Industrial users. A facility determined to be a Non-Significant Categorical Industrial user by the Director pursuant to Section 30-3(103)c and Section 19-214, See 40 CFR 403.3(v)(2) must annually submit the following certification statement signed in accordance with the signatory requirements in Section 19-181 See 40 CFR 403.120(l). This certification must accompany an alternative report required by the Director:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

(a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial user as described in Section 19-181 of the Code of Ordinances, of the City of Wildwood; See 40 CFR 403.3(v)(2).

(b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and

(c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information.

(2) Certification of Pollutants Not Present. Users that have an approved monitoring waiver based on Section 19-215 of this ordinance must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the user. See 40 CFR 403.12(e)(2)(v).

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 19-215 Code of Ordinances, City of the City of Wildwood.

Sec. 19-216. - Penalties.

- (a) *Article violations.* Any person who is found to have violated any provision of this article or any condition of IWDP's issued hereunder, shall be, upon conviction, subject to penalty in an amount not to exceed the maximum amount permissible by law or at

least \$1,000.00 or by imprisonment for not more than six months, or by both, for each offense. Each separate violation shall constitute a separate offense, and upon conviction of a specified ordinance violation, each day of violation shall constitute a separate violation. In addition to the penalties provided herein, the city may recover reasonable attorney's fees, court costs, court reporter's fees and other expenses of litigation by appropriate suit at law against the person found to have violated this division or the orders, rules, regulations, and IWDPs issued hereunder.

- (b) *Falsifying information.* Any person who knowingly makes any false statements, representations or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article, or IWDP, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article, shall, upon conviction, be subject to a penalty of at least \$1,000.00 or by imprisonment for not more than six months, or by both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

Sec. 19-217. Compliance monitoring.

- (a) *Right of entry—Inspection and sampling.* The director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this chapter and any individual wastewater discharge permit or order issued hereunder. Users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

(3) The director may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the user.

(5) Unreasonable delays in allowing the director access to the user's premises shall be a violation of this chapter.

(b) Search warrants. If the director has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the director may seek issuance of a search warrant from the Circuit Court of Sumter County, Florida.

(c) Confidential information. Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the control authority's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the director that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

Sec. 19-218. Publication of users in significant noncompliance.

(a) The director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (3), (4) or (8) of this section) and shall mean:

(1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits;

(2) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by section 19-207 of this chapter multiplied by the applicable criteria (1.4 for BOD, CBOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement as defined by section 19-207 (daily maximum, long-term average, instantaneous limit, or narrative standard) that the director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the director's exercise of its emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s), which may include a violation of best management practices, which the director determines will adversely affect the operation or implementation of the local pretreatment program.

(b) Notification of violation. When the director finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the director may serve upon that user a written notice of violation. Within ten working days of

the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the director. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(c) Consent orders. The director may enter into consent orders, assurances of compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to subsections (e) and (f) of this section and shall be judicially enforceable.

(d) Show cause hearing. The director may order a user which has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, to appear before the director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten days prior to the hearing. Such notice may be served on any authorized representative of the user as defined in Section 19-and required by Section 19-214 of this chapter. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(e) Compliance orders. When the director finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation,

including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(f) Cease and desist orders. When the director finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

(1) Immediately comply with all requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(g) Administrative fines.

(1) When the director finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the director may fine such user in an amount not to exceed \$1,000.00. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

(2) A lien upon the real property of the user shall be sought for unpaid charges, fines, and penalties after 90 calendar days.

(3) Users desiring to dispute such fines must file a written request for the director to reconsider the fine along with full payment of the fine amount within ten days of being notified of the fine. Where a request has merit, the director may convene a hearing on the matter. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

(4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

(h) Emergency suspensions. The director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

(1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the director that the period of endangerment has passed, unless the termination proceedings in subsection (i) of this section are initiated against the user.

(2) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the director prior to the date of any show cause or termination hearing under subsection (d) or (i) of this section.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(i) Termination of discharge. In addition to the provisions in subsection 30-49(m) of this chapter, any user who violates the following conditions is subject to discharge termination:

(1) Violation of individual wastewater discharge permit conditions;

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

(3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

(4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the pretreatment standards in section 19-207 of this chapter.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under subsection (d) of this section why the proposed action should not be taken. Exercise of this option by the director shall not be a bar to, or a prerequisite for, taking any other action against the user.

Sec. 19-219. Judicial enforcement remedies.

(a) Injunctive relief. When the city finds that a user has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the director may petition the Circuit Court of Sumter County of Florida, through the city's attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this ordinance on activities of the user. The director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(b) Civil penalties.

(1) User who has violated, or continues to violate, any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the city for a maximum civil penalty of \$1,000.00 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the city.

(3) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(c) Criminal prosecution.

(1) A user who willfully or negligently violates any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than six months, or both.

(2) A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be subject to a penalty of at least \$1,000.00, or be subject to imprisonment for not more than six months, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

(3) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than six months, or both.

(4) In the event of a second conviction, a user shall be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than six months, or both.

(d) Remedies nonexclusive. The remedies provided for in this chapter are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the director may take other action against any user when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant user.

Sec. 19-220. Supplemental enforcement action.

(a) Performance bonds. The director may decline to issue or reissue an individual wastewater discharge permit to any user who has failed to comply with any provision of this chapter, a previous individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless such user

first files a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director to be necessary to achieve consistent compliance.

(b) Liability insurance. The director may decline to issue or reissue an individual wastewater discharge to any user who has failed to comply with any provision of this chapter, a previous individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(c) Water supply severance. Whenever a user has violated or continues to violate any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will recommence, at the user's expense, only after the user has satisfactorily demonstrated its ability to comply.

(d) Public nuisances. A violation of any provision of this chapter, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the director. Any person(s) creating a public nuisance shall be subject to all applicable provisions of the City Code governing such nuisances, including reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance.

Sec. 19-221. Affirmative defenses to discharge violations.

(a) Upset.

(1) For the purposes of this section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (3), below, are met.

(3) An industrial user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

a. An upset occurred, and the industrial user can identify the cause(s) of the upset;

b. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

c. The industrial user has submitted the following information to the director within 24 hours of becoming aware of the upset. A written submission must be provided within five days containing:

1. A description of the indirect discharge and cause of noncompliance;

2. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

3. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

(4) In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.

(5) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

(6) The industrial users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

(b) Prohibited discharge standards. User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 19-207 of this chapter if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

(1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

(2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(c) Bypass.

(1) For the purposes of this section:

a. Bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.

b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4)a.—c. of this section.

(3) Bypass notifications.

a. If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the director, at least ten days before the date of the bypass, if possible.

b. An industrial user shall submit oral notice to the director of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to

reduce, eliminate, and prevent reoccurrence of the bypass. The director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(4) Bypass. Bypass is prohibited, and the director may take an enforcement action against a user for a bypass, unless:

a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance;

c. The user submitted notices as required under paragraph (3) of this section; and

d. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in paragraph (4)a. of this section.

Sec. 19-222. Miscellaneous matters.

(a) City's responsibility for normal maintenance. The city will be responsible for normal servicing, testing and repair of meters, mains and all other plants and equipment belonging to the city.

Customers shall maintain clearance around water meters for maintenance and repair. A two-foot clearance on all sides of the meter box for residential meters and three feet on all side for commercial meters and a minimum of six feet of clearance for tree branches and/or other obstructions above the meter shall be maintained at all times. Landscaping around water meters shall not impede access for reading, testing, repairing and/or replacement of the device.

(b) Temporary shut-offs; claims against the city. The city reserves the right to shut off water or wastewater service temporarily whenever necessary for the purpose of making alterations or repairs. It is expressly stipulated by and between the city and its

customers that no claim shall be made against the city on account of interruption of water or wastewater service, whether deliberate or by accident.

(c) Cross-connections. It shall be unlawful for any person to have existing cross-connections between any two systems located on his property unless controlled by an existing atmospheric gap.

(d) Pumps. It shall be unlawful for any person to install pumps other than those which will meet the requirements of the city and are approved by the director. All pumps shall work without the aid of an open priming device.

(e) Furnishing free water or wastewater service to any person, facility or location prohibited. No water or wastewater service shall be furnished or rendered free of charge to any person or location.

(f) Reasonable service conditions.

(1) The city reserves the right to refuse to provide, or to cease providing, water or wastewater service to any connector for reasons which shall include, but not be limited to, use of water or contribution of wastewater in such manner or form as to be injurious or detrimental to the general welfare of its customers or the community. The city may require that pretreatment, flow regulations, or other remedial, preventive or corrective facilities be installed at the expense of the connector, when the situation so warrants the provision and use of such facilities.

(2) The city shall have the authority to halt or eliminate immediately and effectively any actual or threatened discharge of pollutants to the POTW which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment or cause interference with the operation of the POTW.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Wildwood website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: O2024-80 Modification to Chapter 19 of the Code of Ordinances

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Waste Management Rate Update

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity: Waste Management
Effective Date: February 1, 2025 Termination Date:
Managing Division/Department: Waste Management

BUDGET IMPACT: None.

HISTORY/FACTS/ISSUES:

In September 2023 the City Commission approved the Fourth Amendment to Waste Management's Refuse and Recycling contract. The Fourth Amendment had Exhibit A which outlined commercial rates through 2025. However, the agreement allows for changes to rates if based upon a change in cost of disposal. Waste Management has experienced a significant increase in the cost of disposal and is requesting that the City approve an increase in rates. Documents showing the increase in disposal costs is attached for reference. Doug McCoy will attend the Special Meeting to further explain the increase and answer any questions the Commission may have.

ORDINANCE NO. O2024-91

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA; AMENDING EXHIBIT "A" OF ORDINANCE NO O2023-54, AS AMENDED, RELATING TO THE WASTE MANAGEMENT CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES; ESTABLISHING NEW RATES AND FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. FINDINGS AND INTENT. The City Commission makes the following findings and intent:

(1) The City of Wildwood, Florida (hereafter "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City.

(2) The City entered into the Contract for Solid Waste and Recycling Services on October 10, 2010 ("Waste Management Contract") with Waste Management Inc. of Florida.

(3) The City and Waste Management have previously entered into a First, Second, Third, and Fourth Amendment to the Waste Management Contract.

(4) The City and Waste Management have agreed to changes to Exhibit "A" of the Fourth Amendment.

(5) The changes and modifications to the Waste Management Contract are in the best interest of the City and its residents.

SECTION 2. AMENDMENT. The Waste Management Contract is amended as set forth in the attached Exhibit "A" – Fourth Amendment to Contract for Solid Waste and Recycling Services.

SECTION 3. Except as amended on the attached Exhibit "A", the Contract for Solid Waste and Recycling Services shall remain unchanged and in full force and effect. The City Commission hereby reaffirms and readopts the Waste Management Contract, and all amendments thereto.

SECTION 4. SEVERABILITY. Should any section or provision of the Fourth Amendment to Contract for Solid Waste and Recycling Services or any portion thereof, the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a judicial or administrative tribunal of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of said Amendment, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, the City and Franchisee shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial or administrative authority's decisions and consistent with the original intent of the parties

as contained herein.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption and execution of the attached Exhibit "A" by the parties.

DONE AND ORDAINED this _____ day of January 2025, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

First Reading: _____

Second Reading: _____

Approved as to form:

City Attorney

EXHIBIT “A”

Exhibit "A"

City of Wildwood Rates Effective 1/01/25 through 09/30/25

Container Size (Dumpster)	Extra Dump	1 Dumps Per week	2 Dumps Per week	3 Dumps Per week	4 Dumps Per week	5 Dumps Per week	6 Dumps Per week
2 cubic yds	\$35.98	\$53.90	\$107.81	\$161.71	\$215.61	\$269.51	\$323.42
Total Rate	\$35.98	\$53.90	\$107.81	\$161.71	\$215.61	\$269.51	\$323.42
3 cubic yds	\$53.97	\$80.85	\$161.71	\$242.56	\$323.42	\$404.27	\$485.12
Total Rate	\$53.97	\$80.85	\$161.71	\$242.56	\$323.42	\$404.27	\$485.12
4 cubic yds	\$71.96	\$107.81	\$215.61	\$323.42	\$431.22	\$539.03	\$646.83
Total Rate	\$71.96	\$107.81	\$215.61	\$323.42	\$431.22	\$539.03	\$646.83
6 cubic yds	\$107.94	\$161.71	\$323.42	\$485.12	\$646.83	\$808.54	\$970.24
Total Rate	\$107.94	\$161.71	\$323.42	\$485.12	\$646.83	\$808.54	\$970.24
8 cubic yds	\$143.92	\$215.61	\$431.22	\$646.83	\$862.44	\$1,078.05	\$1,293.66
Total Rate	\$143.92	\$215.61	\$431.22	\$646.83	\$862.44	\$1,078.05	\$1,293.66

Container Size Roll-Offs	Per Pull Charges on Open Top Containers		
	Total Rate		
20 yd	\$ 242.20	\$ 242.20	plus tipping fees
30 yd	\$ 263.64	\$ 263.64	plus tipping fees
40 yd	\$ 285.08	\$ 285.08	plus tipping fees

Compactor Size Rolloff	Per Pull Charges		
	Total Rate		
20 yd	\$ 349.38	\$ 349.38	plus tipping fees
30 yd	\$ 420.79	\$ 420.79	plus tipping fees
34 yd	\$ 457.34	\$ 457.34	plus tipping fees
35 yd	\$ 470.79	\$ 470.79	plus tipping fees
40 yd	\$ 527.94	\$ 527.94	plus tipping fees

Service Type	1st Cart Monthly	Limb Debris Pickup/Disposal	Monthly Fee	2nd Cart Monthly	3rd Cart Monthly
Residential/ Inside City	\$18.30	\$3.53	\$21.83	\$13.17	\$13.17
Fuel Surcharge	\$0.00		\$0.00	\$0.00	\$0.00
Total Rate	\$18.30	\$3.53	\$21.83	\$13.17	\$13.17
Residential/ Outside City	\$27.47	NA	\$27.47	\$16.77	\$16.77
Fuel Surcharge	\$0.00		\$0.00	\$0.00	\$0.00
Total Rate	\$27.47	\$0.00	\$27.47	\$16.77	\$16.77
Commercial/ Inside City	\$27.73	\$9.03 per CY	\$27.73 +\$9.03 per CY	\$13.17	\$13.17
Fuel Surcharge	\$0.00		\$0.00	\$0.00	\$0.00
Total Rate	\$27.73	\$9.03	\$27.73	\$13.17	\$13.17
Commercial/ Outside City	\$34.49	\$11.34 per CY	\$34.49 +\$11.34 per CY	\$16.77	\$16.77
Fuel Surcharge	\$0.00		\$0.00	\$0.00	\$0.00
Total Rate	\$34.49	\$11.34	\$34.49	\$16.77	\$16.77

+6%

Waste Management of Florida
Technical Service Center
3694 Alabama Highway 17
Emelle, AL 35459



November 15, 2024

Douglas McCoy
Senior District Manager
FL0061 - Wildwood Hauling
8708 NE 44th DR
WILDWOOD, FL 34785

RE: FL0071 Wildwood Transfer Station - 1000T MSW TON rate increase

Dear Mr. McCoy:

Waste Management is proud to be your environmental services partner. As you know, we take our work very seriously and are committed to providing you safe, reliable, and environmentally sound waste solutions that meet your highest expectations.

In our continuing effort to provide you with the best possible service and to ensure we handle the transportation and disposal of your waste safely and in accordance with federal, state and local regulations, your disposal rate will be increased effective **1/1/2025**. This increase may be based on any number of factors, including adjustments to cover increases in the Consumer Price Index, increased costs of servicing your account or other costs specific to the waste industry, and/or for us to achieve an acceptable operating margin. To the extent required by your service terms, your consent to your new disposal rate will be effective upon your invoice payment.

New IC Rates:

1000T MSW TON \$59.80/ton

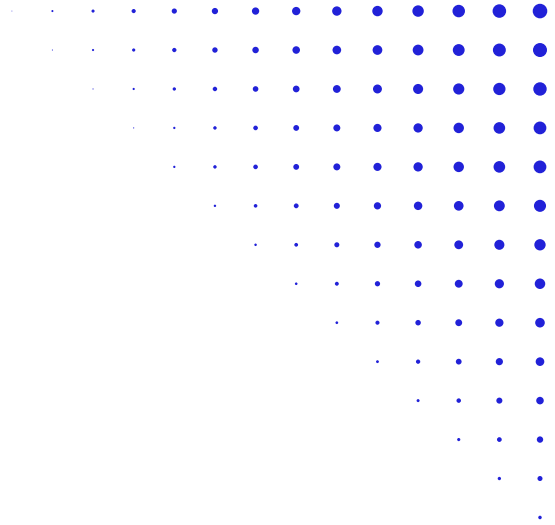
Please contact our Technical Service Center at (800) 963-4776 for further details regarding this increase. As always, we thank you for your business, and we appreciate your continued support of our efforts to remain the leader in environmental service, protection, and compliance.

Respectfully yours,

Waste Management



Reworld Lake II, Inc.
3830 Rogers Industrial Park Rd
Okahumpka, FL 34762
352.365.1611



October 31, 2024

Mr. Doug McCoy
WM Inc. of Florida
8708 N.E. 44th Drive
Wildwood, FL 24785

RE: Disposal Rates for Lake - WM Disposal Services Agreement effective December 1, 2024

Dear Mr. McCoy:

This letter serves to inform you that per the terms of the above referenced Disposal Services Agreement between WM Inc, of Florida and Reworld Lake II, Inc. effective December 1, 2024 the disposal prices at the Reworld Lake facility will be the following:

New Rate effective 12/1/24

Commercial FEL, REL and Rolloff loads – MSW Only	\$45.81 per ton
Total Disposal Capacity of 20,000 tons per year	

All charges are subject to the fuel & environmental surcharge (currently 5.5%) and will be assessed on all tons delivered to the facility. Above pricing will hold for one year and then will be adjusted per the terms of the Agreement on Dec 1, 2025 using the change in Bureau of Labor Statistics Index CUSR0000SEHG All Urban Consumers, Water and Sewer and Trash collection services in U.S. city average, from the preceding year.

Thank you for your continued partnership – we truly appreciate it. If you need any additional information regarding this matter, please do not hesitate to contact me at any time via email at pwalsh2@reworldwaste.com or cellphone at (813) 399-1773.

Best regards,

Patrick R. Walsh
Area Asset Manager
Reworld Lake II, Inc.
(813) 399-1773
pwalsh2@reworldwaste.com

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Grant Amendments for Wastewater Treatment Plant

REQUESTED ACTION: Staff recommends approval.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department: Executive

BUDGET IMPACT: None.

HISTORY/FACTS/ISSUES:

Staff is requesting Commission approval of two (2) amendments to grant QG007, which is the \$9.25M FDEP grant for the wastewater treatment plant project. Amendment No. 1 reduces task items to one task which encompasses the entire project. It also makes an adjustment to how match funding will be utilized; grant funds will be utilized first, followed by match funds. These changes are being made by FDEP to meet ARPA deadlines.

Amendment No. 2 has been requested by the City so that expenses related to pre-construction activities, such as engineering design and CMAR pre-construction activities, can be reimbursable through the grant. This change is being requested due to the upcoming encumbrance deadline of December 31, 2024. Since the GMP for Phase I of the project will not be approved until January 2025, we are seeking alternative ways to encumber the \$9.25M before the end of the year. The engineering design and Garney's pre-construction activities, in conjunction with the ODP equipment packages, should allow us to meet the encumbrance deadline.

**AMENDMENT NO. 1
TO AGREEMENT NO. QG007
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF WILDWOOD**

This Amendment to Agreement No. QG007 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Wildwood (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Wildwood Regional WRF: BNR and Capacity Expansion Improvement – Phase 1 (Project), effective May 22, 2024; and,

WHEREAS, the Department is updating the Agreement end date; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 7. of Attachment 2 is hereby revised as follows:

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$9,250,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to the cost share must demonstrate to the Department that the Grantee has designated the necessary amount of funds as cost share, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

3. The Additional Terms paragraph of Attachment 2 is hereby revised as follows:
 - a. Final Payment Request language in Paragraph 8. of Attachment 1 is deleted and replaced with the following:

Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than September 30, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

7. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3--1, Revised Grant Work Plan.
8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF WILDWOOD

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Jason McHugh, City Manager

Angela Knecht, Division Director

Date: _____

Date: _____

Gabe Higginbotham, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I

PROJECT LOCATION: The Project will be located in the City of Wildwood within Sumter County; Lat/Long (28.8512, -82.0488). Respectively, see Figures 1 and 2 for a site map and new treatment facility location.

PROJECT BACKGROUND: The City of Wildwood (Grantee) has experienced and anticipates an additional increase in wastewater flows due to the growth of the City of Wildwood and The Villages. Once complete, the advanced wastewater treatment (AWT) facility will be able to meet the level of service for both the City of Wildwood and The Villages. The updated plant's effective design and increased capacity and reliability will also greatly reduce the potential for sanitary sewer overflows (SSOs). The decrease in SSOs is important to protecting the health of the community as wastewater can lead to serious issues if backflows into homes and businesses occur and regional impacts if partial or untreated wastewater enters waterbodies. The existing Wildwood treatment facility is fifty years old and is not designed to provide for this growing community, nor was it designed for nutrient removal.

PROJECT DESCRIPTION: Wildwood requests the following adjustment to the Project Description: The Grantee will purchase necessary materials and construct a 4.0 million gallons per day (MGD) AWT facility to provide biological nutrient removal (BNR) and increase the treatment capacity at the Wildwood Regional Water Reclamation Facility. This new facility will have the future capability to be upgraded when necessary. The project also includes the renewal and replacement of the existing treatment facility to achieve a desired capacity of 5.5 MGD.

All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I

The Grantee will complete the following under this Agreement to complete the Project:

Project Management

Deliverables: The Grantee will perform project management related to Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

Construction

Deliverables: The Grantee will construct the first phase of the Wildwood Regional Water Reclamation Facility in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

If not listed under the activities above, the following apply:

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The activities must be completed by the corresponding activity end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the amount indicated below.

For any activity listed in the Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than

September 30, 2026, to ensure the availability of funds and adequate time to process payment requests. Any payment requests not submitted with correct and complete forms and supporting documentation by September 30, 2026, are at risk of not being paid. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to the Grantee no later than December 31, 2026, the funds will no longer be available after that date.

Task No.	Task Title	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I	\$9,250,000	\$9,250,000	07/01/2021	12/31/2026

**AMENDMENT NO. 2
TO AGREEMENT NO. QG007
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF WILDWOOD**

This Amendment to Agreement No. QG007 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Wildwood (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I (Project), effective May 22, 2024; and,

WHEREAS, the Grantee has requested to add new activities to the Grant Work Plan; and,

WHEREAS, changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Benjamin Morrow
Address: Florida Dept. of Environmental Protection
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000
Phone: 850-245-2842
Email: Benjamin.Morrow@FloridaDEP.gov

2. Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
3. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF WILDWOOD

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Jason McHugh, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Benjamin Morrow, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I

PROJECT LOCATION: The Project will be located in the City of Wildwood within Sumter County; Lat/Long (28.8512, -82.0488). Respectively, see Figures 1 and 2 for a site map and new treatment facility location.

PROJECT BACKGROUND: The City of Wildwood (Grantee) has experienced and anticipates an additional increase in wastewater flows due to the growth of the City of Wildwood and The Villages. Once complete, the advanced wastewater treatment (AWT) facility will be able to meet the level of service for both the City of Wildwood and The Villages. The updated plant's effective design and increased capacity and reliability will also greatly reduce the potential for sanitary sewer overflows (SSOs). The decrease in SSOs is important to protecting the health of the community as wastewater can lead to serious issues if backflows into homes and businesses occur and regional impacts if partial or untreated wastewater enters waterbodies. The existing Wildwood treatment facility is fifty years old and is not designed to provide for this growing community, nor was it designed for nutrient removal.

PROJECT DESCRIPTION: The Grantee will purchase necessary materials and construct the first phase of a new 6.0 million gallons per day (MGD) AWT facility to provide biological nutrient removal (BNR) and increase the treatment capacity at the Wildwood Regional Water Reclamation Facility. This new facility will have the future capability to be upgraded to 8.0 MGD after this first phase, if necessary.

All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I

The Grantee will complete the following under this Agreement to complete the Project:

Preconstruction Activities

Deliverables: The Grantee will complete the design of Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Project Management

Deliverables: The Grantee will perform project management related to Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

Construction

Deliverables: The Grantee will construct the first phase of the Wildwood Regional Water Reclamation Facility in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The activities must be completed by the corresponding activity end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the amount indicated below.

For any activity listed in the Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than

September 30, 2026, to ensure the availability of funds and adequate time to process payment requests. Any payment requests not submitted with correct and complete forms and supporting documentation by September 30, 2026, are at risk of not being paid. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to the Grantee no later than December 31, 2026, the funds will no longer be available after that date.

Task No.	Task Title	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Wildwood Regional WRF: BNR and Capacity Expansion Improvements – Phase I	\$9,250,000	\$9,250,000	07/01/2021	12/31/2026

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-1

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus and Local Fiscal Recovery Funds	\$9,250,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$9,250,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5-1, Exhibit 1

6 of 6

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: Wildwood WRF Additional Services for CPH Engineering in the Amount of \$168,511.00.

REQUESTED ACTION: Staff Recommends Approval

CONTRACT: Vendor/Entity: CPH Engineering
Effective Date: 11/13/2024 Termination Date:
Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds for this service are available in account 402-536-70-7353, Wastewater Treatment Plant Project.

HISTORY/FACTS/ISSUES:

This additional scope of services includes coordination efforts with the City and Garney-(Construction Manager at Risk (CMAR)) related to purchasing and installing the supplemental aeration system for the existing Krueger Ditches, and the new replacement 900 KW generator, including equipment placement, installation, and incorporation into the existing SCADA/control. These services were not included in the previously approved CPH design contract. Staff recommend approval to have CPH engineering conduct the additional services needed for the amount of \$168,511.00.

November 8, 2024



Jason McHugh, CMP, AICP
City Manager
City of Wildwood
100 North Main Street
Wildwood, FL 34785

1117 East Robinson Street
Orlando, FL 32801
Phone: 407-425-04521

Project Description: Wildwood WRF – Additional Services for Modifications to the Existing WRF
Project No: W12817.1 (Phase 1A)

Dear Jason

CPH is pleased to provide this additional scope of service for the above referenced project. CPH was originally approved (Purchase Order No. 24-00122) on October 9, 2023, to provide Construction Engineering and Administration Service for the Wildwood WRF - Phase 1A Improvements. The improvements were related to increasing the hydraulic capacity and addressing operational concerns of the existing treatment facilities.

This additional scope of services includes coordination efforts with the City and Garney- (Construction Manager at Risk (CMAR)) related to purchasing and installing the supplemental aeration system for the existing Krueger Ditches, and the new replacement 900 KW generator, including equipment placement, installation, and incorporation into the existing SCADA/control. Bailey's proposal is attached in **Exhibit 1**.

CPH and Bailey will provide the following services:

- CMAR Coordination: Pre deliverable meetings, submittals, strategy/sequence meetings, addressing CMAR comments, and provide revised/updated construction documents for the supplemental aeration system and generator, and associated technical specifications, as necessary.
- Construction Compliance Services as described Section B of the original proposal on file with the City. This task addresses the additional work effort and time necessary for the oversight of the installation of the generator, blowers, air piping, drop pipes diffuser equipment and monitoring and control. This task also includes on-going meetings and coordination during construction with the Garney (CMAR) and the City.

BASIS OF COMENSATION:

The additional services requests a lump sum fee (including Bailey's \$84,200.00, **Exhibit I**) of **\$168,511.00**, with fee breakdown as follows:

- CMAR Coordination = \$25,000.00
- Construction Compliance Services = \$143,511.00
- Total Lump Sum Fee = \$168,511.00

SCHEDULE:

This Scope of Services covers the time from the issuance of the Notice to Proceed to Final Completion of the construction for an estimated total of **six (6) months** for the scope of work included in Garney's approved work.

CPH appreciates this opportunity to provide our services to the City of Wildwood. If the City agrees with the terms and additional fees proposed, please execute the Acceptance page as provided and return a copy for our use and records.

CPH, Consulting, LLC

A handwritten signature in blue ink, appearing to read "Scott A. Breitenstein".

By: _____

Scott A. Breitenstein, P.E.
Division Manager- Division Manager
Branch Manager – Orlando

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this proposal on this _____ day of _____, 2024.

CITY:
CITY OF WILDWOOD, FLORIDA

Signature

Name: Jason F. McHugh

Title: City Manager

Date: _____

CONSULTANT:
CPH Consulting, LLC



Signature

Name: Scott A. Breitenstein, P.E

Title: Division Manager – Treatment Facilities

Date: 11-8-2024

EXHIBIT I
(Bailey's Proposal)

November 7, 2024



Mr. Scott A. Breitenstein, P.E.
CPH, LLC
5200 Belfort Road, Suite 220
Jacksonville, Florida 32256

Re: Wildwood WWTF Phase 1A
Wildwood, Florida

Dear Mr. Breitenstein:

We are pleased to submit our proposal for electrical and instrumentation engineering services associated with the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to CPH, LLC. Our services shall include the work identified below:

Task 1 – Construction Services:

1. CMAR coordination – CMAR coordination as required to assist with the purchase with purchase and site configuration for the new 900KW generator.
2. Start up services - Assist with the implementation of the the new blowers controls for the existing Kruger ditches.
3. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents.
4. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.
5. Site Visits - Make visits to the to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports

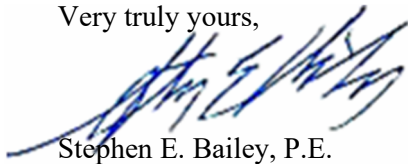
10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Services not specifically defined are not included. Tasks will be performed on a lump sum basis and will be billed at monthly intervals. Travel to and from the site and other direct costs are included in the overhead rate and will not be billed as a separate line item. Our fee for this work shall be \$84,200.00 and payable as follows:

Shop Drawing Review	\$ 33,000.00
Issue Clarification	\$ 28,000.00
Site Visits	\$ 23,200.00
Total	\$ 84,200.00

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

CPH-24-014DGrev2

**Wildwood WWTF Phase 1A
Wildwood, Florida**

TASK 1 - SHOP DRAWING REVIEW

Task	Man-Hours	Billing	
		Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Sr. Electrical Engineer	80	\$ 250.00	\$ 20,000.00
Subtotal			<u>\$ 33,000.00</u>

TASK 2 - ISSUE CLARIFICATIONS/MEETINGS

Task	Man-Hours	Billing	
		Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Sr. Electrical Engineer	60	\$ 250.00	\$ 15,000.00
Subtotal			<u>\$ 28,000.00</u>

TASK 3 -SITE VISITS

Task	Man-Hours	Billing	
		Rate/Hour	Cost
Principal	40	\$ 325.00	\$ 13,000.00
Field Superintendent	60	\$ 170.00	\$ 10,200.00
Subtotal			<u>\$ 23,200.00</u>

Task 1 - Shop Drawing Review	\$ 33,000.00
Task 2 - Issue Clarifications	\$ 28,000.00
Task 3 - Site Visits	<u>\$ 23,200.00</u>
Total	<u>\$ 84,200.00</u>

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Owner Direct Purchase of Large Equipment for the Wastewater Treatment Plant Project for the Total Amount of \$8,110,812.00.

REQUESTED ACTION: Staff Recommend Approval

CONTRACT:

Vendor/Entity: See List Below

Effective Date: 11/21/2024

Termination Date:

Managing Division/Department: Utility Department / Wastewater Division

BUDGET IMPACT: Funds for these purchases are available in account 402-536-70-7353 (Wastewater Treatment Plant Project)

HISTORY/FACTS/ISSUES:

As part of the Wastewater Treatment project, the City will direct-purchase all major equipment through the contractor. This process will save the City up to \$567,756.84 in sales tax. The equipment includes Submersible Pumps, Clarifiers, Influent Drum Screens, Large Diameter Pipe, 1 Disc Filter, and a Davco Plant to add 1 million gallons of temporary capacity to the City's wastewater system.

The CMAR (Construction Manager at Risk), Garney and City staff have reviewed the attached Bid Analysis and recommend approval for the total amount of \$8,110,812.00 to be broken down as follows: Please see the attached bid documentation.

- Xylem Water Solutions / Flygt \$456,661.00
- TSC Jacobs / Ovivo \$1,519,500.00
- MTS Environmental / Parkson \$765,456.00
- Ferguson Waterworks \$1,049,395.00
- Kruger / Hydrotech \$569,800.00
- Davco \$3,750,000.00

WILDWOOD WRF BNR IMPROVEMENTS

City of Wildwood

Phase 1 - ODP EQUIPMENT

BID ANALYSIS



Phase 1 - WILDWOOD ODP EQUIPMENT BID ANALYSIS

For Phase 1, the following ODP Equipment Packages were solicited to multiple vendors for the Wildwood WRF BNR Improvements Project. This sheet and the attached documents summarize the equipment bids received and Garney's recommended vendor selections. All proposals are included in the attached files. Garney is requesting the City of Wildwood to review and provide the final decision for the Submersible Pumps, Secondary Clarifiers, Mechanical Drum Screens, Large Diameter Pipe and Valves, Biosolids Dewatering Screw Press.

1. Submersible Pumps

- a. Requested Bidders: Xylem (Flygt), and Hydra Service (Sulzer / ABS)
- b. The apparent Low bidder is Hydra Service, and they were approximately 47% lower than Xylem. Our team understands Wildwood's desire to utilize similar equipment at their facilities. There are many benefits to plant staff including consistency, like parts, maintenance programs and service contracts. Our team also understands the submersible pumps need to operate continuously and consistency may play a larger role in this decision. Xylem is referenced in the specification but so is Sulzer / ABS. Garney is unable to value this benefit monetarily and requests Wildwood to make the final selection based on the pricing and proposals received.
- c. Xylem (Flygt) will provide 60-HP pumps with 12" discharge connections.
- d. Hydra Service will provide 46.9 HP pumps with 8" discharge connections.

2. Secondary Clarifiers

- a. Requested Bidders: TSC Jacobs (Ovivo), and Hayward (Evoqua)
- b. The apparent Low bidder is TSC Jacobs, and they were approximately 9% lower than Hayward. Garney's recommendation is to use TSC Jacobs / Ovivo for the Secondary Clarifiers.
- c. TSC Jacobs' lead-time is 8 weeks for submittals and 28-30 weeks for fabrication and delivery after approved submittals. Hayward's lead-time is 15-17 weeks for submittals and 28-30 weeks for fabrication and delivery after submittal approval.
- d. TSC Jacobs included the Scum Spray System for all Clarifier for an additional \$83,000 which is included in their total.

3. Mechanical Drum Screens

- a. Requested Bidders: MTS Environmental (Parkson), and Hayward (Saveco)
- b. The apparent Low bidder is MTS, and they were approximately 14.5% lower than Hayward. Garney's recommendation is to use MTS / Parkson for the Drum Screens.
- c. MTS' lead-time is 6 weeks for submittals and 20 weeks for fabrication and delivery after approved submittals. Hayward's lead-time is 4-6 weeks for submittals and 22-26 weeks for fabrication and delivery after submittal approval.

4. Large Diameter Pipe and Valves

- a. Requested Bidders: Ferguson Waterworks, and Core & Main
- b. The apparent Low bidder is Ferguson, and they were approximately 5.5% lower than Core & Main. Garney's recommendation is to procure the Large Diameter Pipe and Valves from Ferguson.
- c. The lead-time for the Plug Valves is 36-weeks.

5. Disc Filter

- a. Requested Bidders: Westech and Kruger
- b. The apparent Low bidder is Kruger.
- c. The lead-time for the Disc Filter is 36-weeks.

6. DAVCO Temporary Treatment Plant & Tertiary Disc Filters

- a. Davco WWTP
 - i. Manufacture, deliver, unload, field install, field paint and start-up:
 - (01) ea – 1MGD above ground Davco field erected WWTP with Aeration Zone, Pre-Anoxic Zone, Digester Zone, and Center Clarifier. Plant has a 56.5' diameter clarifier and 123' diameter outer wall.
 - ii. Highlighted Included Components
 - Hydrostatic steel inner and outer tank walls
 - Three (2) hydrostatic steel bulkheads and (1) non-hydrostatic steel bulkhead
 - Peripheral air header & peripheral walkway
 - Mixer for pre-anoxic zone
 - Plant access stairway assembly
 - Clarifier drive and internals
 - Plant bridge assembly
 - Control panel for mixer and drive controls
 - Digester aeration equipment (fine bubble grids/drops supplied by others)
 - RAS/WAS system w/ steel sludge airlift with valve & discharge piping
 - iii. Notes/Assumptions:
 - Assumes 7-day work weeks, 10-hours per day
 - Concrete Work/Installation of base rings are excluded
 - iv. Budget Price Subtotal = \$3,750,000.00
- b. Lead-times:
 - Submittals: 10-12 weeks
 - Submittal Approval: 4 weeks
 - Equipment: 20-22 weeks after submittal approval
 - Installation/Field Coating: 12-14 weeks

Should you have any concerns or require additional information, please contact Tom Manning by phone at 407-466-4185 or email at tmanning@garney.com

Wildwood WRF BNR CMAR - Owner Direct Purchase Spreadsheet

Bid	Specification				
Package	Number	Description	Manufacturer/Supplier	Bid Amount w/o Tax	Tax Savings
BP-01-11310	11310	Submersible Pumps - (4) 60 hp	Xylem / Flygt	\$ 456,661.00	\$ 31,966.27
BP-01-11330	11330	Clarifiers - (3) 80' Dia.	TSC Jacobs / Ovivo	\$ 1,519,500.00	\$ 106,365.00
BP-01-11336	11336	Influent Drum Screens - (2) each	MTS Environmental / Parkson	\$ 765,456.00	\$ 53,581.92
11370	11370	Disc Filter	Kruger	\$ 569,800.00	\$ 39,886.00
BP-01-15060	15060	Large Diameter Pipe and Valves	Per Spec / Ferguson Waterworks	\$ 1,049,395.00	\$ 73,457.65
	N/A	Davco Package Plant	Davco	\$ 3,750,000.00	\$ 262,500.00
Total				\$ 8,110,812.00	\$ 567,756.84

				BP-01 11310 Submersible Pumps					Analyzed by: Tom Manning	
PROJECT: WILDWOOD WRF BNR IMPROVEMENTS				GARNEY IN BID		Flygt	Sulzer			
						Flygt	Hydra Service			
						Tejay Brown	Ryne Johnson			
						407-739-1803	407-330-3456			
SEC	DESCRIPTION	QTY	UM							
	Bid Documentation									
	Bid Form	1	ls		No	Yes				
	COI	1	ls		No	Yes				
	Licenses	1	ls		No	N/A				
	Non-Collusion Affidavit	1	ls		No	Yes				
	Trench Safety Act	1	ls		No	Yes				
	Drug Free Workplace Certificate	1	ls		No	Yes				
	New Vendor Registration Form	1	ls		No	Yes				
	Acknowledged Addendums	1	ls		No	Yes				
	AIS Compliant	1	ls		YES	Yes				
	Material Bond Amount Provided	1	ls		See Attached	See Attached				
	Equipment Scope									
	60 hp Submersible Pumps	4	ea		321,111	240,400				
	Guide Rails	1	ls		100,590	Yes				
	Lifting Cables	4	ea		Yes	Yes				
	Cable Holders	4	ea		Yes	No				
	Discharge Elbows	5	ea		Yes	Yes				
	Access Hatches	5	ea		11,995	Yes				
	Intermediate Guide Bracket	4	ls		Yes	Yes				
	Lubricants	1	ls		No	No				
	Spare Parts	1	ls		No	No				
	Startup	1	ls		3,300	Yes				
	Site Visits	2	days		Yes	Yes				
	Freight	1	ls		19,665	Yes				
	2 year warranty	1	ls		Yes	5 Year				
	SUBTOTAL				456,661	240,400	-		-	
TOTAL				-	456,661	240,400	-		-	



Bid Form Documents

BID FORM

Project: City of Wildwood – WRF Improvements

Bid Package:

Bidder Information:

Company: Flygt/Xylem

Contact Name: TeJay Brown Title: Sales Representative

Address: 455 Harvest Time Drive Sanford, FL 32771

Phone Number: 407-739-1803 Fax: _____

Bid Proposal Documentation Checklist:

☒ Bid Form	☒ Trench Safety Act
☒ Certificate of Insurance	☒ Drug Free Workplace Certification
☒ Licenses (as applicable)	☒ New Vendor Registration Form
☒ Non-Collusion Affidavit	

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement in conformance with Garney attachment P and Standard Garney Purchase Order Conditions included in the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Bid Documents. **Xylem Requires Acceptance of T/C Rider**
3. Bidder has examined copies of all the Bid Documents and the following addenda:
No. 1 Dated 11/18/2024 No. _____ Dated _____
No. 2 Dated 11/18/2024 No. _____ Dated _____
4. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
5. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and fifty (150) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order Agreement.
6. The total base bid includes all material, start-up, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
7. Prices shall include payment bond.



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER PACKAGE BASE BID FORM

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336	Mechanical Drum Screens	Parkson Huber	2	EA		
11310	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	4	EA	\$114,165.25	\$456,661
11330	Clarifiers	Ovivo	3	EA		

Total Price for Equipment Package

\$456,661

Total Bid (Written Out in Words) Four Hundred fifty-six thousand, six hundred sixty-one Dollars and zero cents

* Meets AIS Requirements but does not meet BABA requirements.

* Total Price Does not include Tax



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER BID ALTERNATE 1 - SUPPLY MATERIAL BOND ON BASE BID

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Equipment Price	Material Bond Price
11336-A1	Mechanical Drum Screens	Parkson Huber	1	LS		
11310-A1	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	LS	\$456,661	\$2,052
11330-A1	Clarifiers	Ovivo	1	LS		

EQUIPMENT SUPPLIER BID ALTERNATE 2 - FUTURE EQUIPMENT - PRICE TO BE HELD UNTIL NOVEMBER 1, 2026

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336-A2	Mechanical Drum Screens	Parkson Huber	1	EA		
11310-A2	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	EA	\$76,134	\$76,134
11330-A2	Clarifiers	Ovivo	1	EA		



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Date: November 18, 2024

To: BIDDERS
Attention:

Engineer: CPH
Municipality: CITY OF WILDWOOD

Subject: Wildwood WRF – City of WILDWOOD
Quote Number: # 2024-APO-1292

We are pleased to offer the following equipment:

Master PS Pumps

Qty	Part Number	Description
4	3202.095-YYYY	Flygt Model NP-3202.095 12" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1150 RPM motor, 617 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve, RCIS SEAL <u>SAME AS 3202.095-0147 EXCEPT RSIC SEAL, & EPE COATING DUTY POINT: 3040GPM@34'TDH</u>
4	14-69 94 90	TEST FAL 2.2 3171-3301 + DEFAULT PLOTTED FAL 15-900006
4	14-69 95 28	TEST FAL 2.3 HYDRO 3140-3153+ COMPLETE PUMP FAL 15-900009
4	14-69 95 34	TEST FAL 2.4 INSUL 3170-3301 FAL 15- 900011
4	14-69 95 54	TEST FAL 2.6 DRY RUN 3170-3301 FAL 15- 900013
1	657 17 03	KIT, REPAIR BASIC 3202.180

Master PS - Pumps Price **\$ 321,111.00**

Master PS Settables

Qty	Part Number	Description
5	14-49 87 22	FW3S620D 20"X3/8" LIFT CHAIN+ 316SS



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Qty	Part Number	Description
5	14-48 83 05	ADHESIVE, ANCHORING AC100PLUS+ 100Z TUBE
5	14-48 83 06	NOZZLE, ADHESIVE 1/1
20	14-49 89 01	ROD, THREADED 3/4"-10X12" 316SS
5	14-59 10 25	HA3UGB316 3" U. GUIDE BRKT 316
140	14-49 01 01	TS3163 FEET 3"GUIDE RAIL 316SS 8) 15'x3" RAIL
5	14-59 10 22	STANDARD CABLE HOLDER: 316SS
5	604 61 05	CONNECTION, DISCH 12X12" CI
5	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC
5	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT

Master PS - Settables Price \$ 100,590.00

Hatches

Qty	Part Number	Description
5	Master PS Hatc	S1S 42x54 W/Safety Grate Priced by Halliday: Q84284

*****HATCHES USED FOR PRICING
ONLY*****

Hatches Price

\$ 11,995.00

Start Up

Qty	Part Number	Description
1	14-69 00 10A	START UP,FLYGT,NO TAX 2-TP MODELS: 3000,7000,8000

Start Up Price \$ 3,300.00

Project Material Price \$ 436,996.00

Freight Charge \$ 19,665.00





**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Qty	Part Number	Description
-----	-------------	-------------

Total Project Price \$ 456,661.00

Does not include Rosemount Flow Meter or controller, Roots Blower, VFD's, Scada, programming or Pump control panels; Supplied by others

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.

(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.

Terms rider Must be included if Garney choses to accept Xylem's bid proposal and issue a Purchase Order.

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.



Xylem Water Solutions USA Inc. /
Flygt Products
455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Xylem Water Solutions USA, Inc.

Company Name: _____

Address: _____

Accepted By: _____

Print Name: _____

Date: _____

A handwritten signature in black ink, appearing to read "Te'Jay Brown". The signature is stylized with large, sweeping letters.

Te'Jay Brown



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN108453421-STND-GAWUe-24-25	CONTACT NAME: Marsh USA, LLC PHONE (A/C, No, Ext): 1-866-966-4664 E-MAIL ADDRESS: Newyork.Certs@marsh.com FAX (A/C, No): 212-948-0500
INSURED Xylem, Inc. 310 Waters St SE Washington, DC 20003	INSURER(S) AFFORDING COVERAGE INSURER A: AIU Insurance Co. NAIC # 19399 INSURER B: National Union Fire Insurance Company of Pittsburgh, 19445 INSURER C: Allianz Global Risks US Insurance Company 35300 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:**

NYC-012113998-00

REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	3609404	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 SIR: \$1,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	3135727 (AOS) 3135728 (MA)	10/31/2024 10/31/2024	10/31/2025 10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			USL00109924	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	14111904 (AOS) 14111907 (WI) 14111905 (CA) 14111906 (OR)	10/31/2024 10/31/2024 10/31/2024 10/31/2024	10/31/2025 10/31/2025 10/31/2025 10/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	AUTO BUFFER - EXCESS FOR AUTO ONLY			42-XSF-326265-03	10/31/2024	10/31/2025	LIMITS: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, Contractor and all other entities are included as additional insured (except Workers Compensation) as required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract and as permissible by law. Please see ACORD 101.

CERTIFICATE HOLDER**CANCELLATION**

Garney Companies, Inc.
370 E. CROWN POINT ROAD
WINTER GARDEN, FL 34787

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Xylem, Inc. 310 Waters St SE Washington, DC 20003
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Each of the insurance policies referenced above provides that should such policy be cancelled by the insurer before the expiration date thereof for any reason other than nonpayment of premium, the insuring company will endeavor to mail 30 days written notice thereof to the certificate holder (except 10 days for non-payment of premium), but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer or its agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All owners, lessees or contractors with whom you agreed, or are required, by contract or agreement, to provide Additional Insured status	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2 Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - COMPLETED
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or Agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**NON-COLLUSIVE AFFIDAVIT**STATE OF Florida)COUNTY OF Seminole)

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

1. He/She is Sales Representative of Xylem/Flygt, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against, Toho Water Authority, or any person interested in the proposed Contract; and
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) _____

(Title) Sales Representative

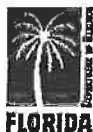
The foregoing instrument was acknowledged before me this 18 day of November, 2024 by Tejay Brown. He/she (who is personally known to me)/(who has produced known to me as identification and (did)/(did not) take an oath.

My Commission Expires: 7-17-2027STATE OF: FloridaCOUNTY OF: Seminole

Charles A Jaap Jr
NOTARY PUBLIC; (Name)

Charles A Jaap Jr
SIGNATURE





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

-85-8013813269C-2	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF WILDWOOD
100 N MAIN ST
WILDWOOD FL 34785-4047

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



TRENCH SAFETY ACT

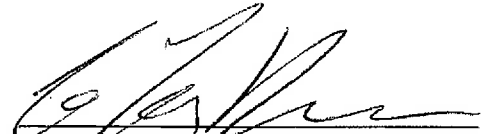
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards.

Bidder acknowledges that the cost of compliance is included in the applicable items of the Proposal and in the Grand Total Bid Price.

The Bidder is, and Garney and Engineer are not, responsible to review or assess County's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Garney and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



Signature of Bidder

Te Jay Brown

(Print or type)

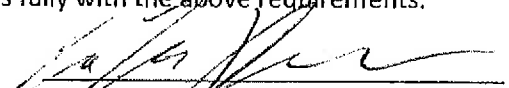


DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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


Signature of Bidder

Te Jay Brown
Print or Type



VENDOR REGISTRATION FORM

New Vendor ☐

Information Change ☐

Please type or print neatly. Applicant must complete all spaces provided or application will not be processed.

City of Wildwood Vendor ID

(For office use only)

IRS Form W-9, a copy of your Professional Business License (if required by your State) to perform your business and a copy of your company business card must accompany this form upon submittal.

Type of Goods or Services Provided

Business Name

Business Owner

Address

Remittance Address, if different from address above.

Phone

E-Mail

Fax

Contact/Title

Website Address

To your knowledge:

Does a City of Wildwood officer, director, employee or family thereof have direct or indirect controlling interest in this business? Yes ☐ No ☐ Please explain: _____

Are you or the business listed on the Florida Department of Management Services Convicted Vendor List or Discriminatory Vendor List? Yes ☐ No ☐ Please explain: _____

Are you or the business currently in arbitration with the City of Wildwood?
Yes ☐ No ☐ Please explain: _____

Are you able to provide proof of Workers Compensation and General Liability Insurances?
Yes ☐ (Submit proof of insurances or exemption certificate)
No ☐ Please explain: _____

1099 Information

U.S. Taxpayer Identification Number (TIN)

The TIN provided must match the name on IRS record to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

EIN: _____ SSN: _____

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person.

Check appropriate Federal tax classification (required):

☐ Individual/Sole Proprietor

☐ C Corporation

☐ S Corporation

☐ Partnership

LLC - Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)

By signing below I agree to comply with all laws of DOL, FLSA and OSHA. The information provided on this form dated _____ is true and correct.

Signature of Authorized Agent of the Business: _____

Date: _____

Print Name: _____ Title: _____

City of Wildwood, 100 N. Main Street, Wildwood, FL 34785, (352)330-1330, Fax (352)330-1338

Attachment "Xylem Water Solutions USA, Inc."

Item 5 –

Add the following:

"Notwithstanding the foregoing, Seller shall not be required to indemnify Vendee to the extent that claims, damages, losses, expenses on litigation result from the negligence of Vendee.

It is agreed that the signing of a delivery ticket by the Vendee's employee shall constitute only and acknowledgement of delivery and any other clauses or contractual statements in said delivery ticket do not apply. It is the expressed intention of the parties, that each of them shall be liable for the consequences of their own negligent acts or omissions. Neither party hereto, nor any of their respective affiliates, shall be liable for any indirect, incidental, special or exemplary damages or penalties, including but not limited to, loss of revenues and profits or benefits.

With the exception of bona fide claims by third parties for personal injury or property damage resulting from claims in the nature of product liability, Vendor's aggregate liability shall be limited, in all cases, to the Purchase Order amount."

Item 7 –

The Vendee reserves the right to cancel, suspend or modify this order at the Vendee's option if the Vendor is unable to supply materials or services in accordance with a mutually agreed upon schedule after five (5) working days prior written notification to Vendor.

Item 14 – The Vendor agrees to furnish materials in accordance with a mutually agreed upon schedule. Upon failure to do so, Vendor agrees to reimburse the Vendee for the proven portion of actual losses including liquidated damages that may be assessed against and collected from the Vendee which are attributable to or caused by Vendor's failure to furnish the materials within the time or times as mutually agreed to. Vendor will not be assessed any liquidated damages by the Vendee unless the late delivery adversely impacts Vendee's overall Project critical path schedule. If more than one party is responsible for assessment of liquidated damages against the Vendee, then the Vendor shall be liable for only its portion of the total liquidated damages. Payment of liquidated damages shall be the Vendor's sole liability and Vendee's sole remedy for late delivery. In no event shall the total liquidated damages amount exceed the following:

<u>Purchase Order Amount</u>	<u>Liquidated Damages</u>
<\$250,000	up to 15%
>\$250,000 but <\$1,000,000	up to 10%
>\$1,000,000	up to 7.5%

In the event either party is prevented from performing any of its obligations under this contract by force Majeure, that party's obligations with respect to the contract shall be suspended during the period of such force Majeure. Force Majeure shall be defined in the General and Supplemental Conditions of the contract between the Owner and Vendee.

The right of Vendor to proceed shall not be terminated, nor shall Vendor be responsible for damages, for delay in completion resulting from Force Majeure.

Item 16 – Please add the following to the end of this item: "...said vendor, with the prior written consent and coordination with the Vendor."

Change Item 17 to "Warranty to be per the Contract Documents."

Payment Terms

90% N60 following delivery

10% Following start-up / acceptance of the Vendor supplied equipment*

*not to exceed to be applied per project as Owner required beneficial use date

Beneficial Use of Xylem equipment for Harmony Water Treatment Plant MIEX Installation is presently August 30, 2013.

If the start-up / acceptance is staged, Vendor's retainage will be reduced by the same percentage. Vendor's payment shall not be dependent upon Vendee being paid by any third party unless the Owner denies payment due to reasons attributable to items related to the equipment being provided by the Vendor.

Payment terms for projects over \$500,000 shall be negotiated on a project by project basis. Xylem terms for projects over \$500,000 require a milestone payment for submittals and a breakout from the 10% specific to start-up / training services.

Date: November 18, 2024

To: BIDDERS
Attention:

Engineer: CPH
Municipality: CITY OF WILDWOOD

Subject: Wildwood WRF – City of WILDWOOD
Quote Number: # 2024-APO-1292

We are pleased to offer the following equipment:

Master PS Pumps

Qty	Part Number	Description
4	3202.095-YYYY	Flygt Model NP-3202.095 12" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1150 RPM motor, 617 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve, RCIS SEAL <u>SAME AS 3202.095-0147 EXCEPT RSIC SEAL, & EPE COATING DUTY POINT: 3040GPM@34'TDH</u>
4	14-69 94 90	TEST FAL 2.2 3171-3301 + DEFAULT PLOTTED FAL 15-900006
4	14-69 95 28	TEST FAL 2.3 HYDRO 3140-3153+ COMPLETE PUMP FAL 15-900009
4	14-69 95 34	TEST FAL 2.4 INSUL 3170-3301 FAL 15- 900011
4	14-69 95 54	TEST FAL 2.6 DRY RUN 3170-3301 FAL 15- 900013
1	657 17 03	KIT, REPAIR BASIC 3202.180

Master PS - Pumps Price \$ 321,111.00

Master PS Settables

Qty	Part Number	Description
5	14-49 87 22	FW3S620D 20'X3/8" LIFT CHAIN+ 316SS



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Qty	Part Number	Description
5	14-48 83 05	ADHESIVE, ANCHORING AC100PLUS+ 100Z TUBE
5	14-48 83 06	NOZZLE, ADHESIVE 1/1
20	14-49 89 01	ROD, THREADED 3/4"-10X12" 316SS
5	14-59 10 25	HA3UGB316 3" U. GUIDE BRKT 316
140	14-49 01 01	TS3163 FEET 3"GUIDE RAIL 316SS 8) 15'x3" RAIL
5	14-59 10 22	STANDARD CABLE HOLDER: 316SS
5	604 61 05	CONNECTION, DISCH 12X12" CI
5	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC
5	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT

Master PS - Settables Price \$ 100,590.00

Hatches

Qty	Part Number	Description
5	Master PS Hatc	S1S 42x54 W/Safety Grate Priced by Halliday: Q84284

*****HATCHES USED FOR PRICING
ONLY*****

Hatches Price

\$ 11,995.00

Start Up

Qty	Part Number	Description
1	14-69 00 10A	START UP,FLYGT,NO TAX 2-TP MODELS: 3000,7000,8000

Start Up Price \$ 3,300.00

Project Material Price \$ 436,996.00

Freight Charge \$ 19,665.00



Qty	Part Number	Description
-----	-------------	-------------

Total Project Price \$ 456,661.00

Does not include Rosemount Flow Meter or controller, Roots Blower, VFD's, Scada, programming or Pump control panels; Supplied by others

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.

(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.

Terms rider Must be included if Garney choses to accept Xylem's bid proposal and issue a Purchase Order.

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.



**Xylem Water Solutions USA Inc. /
Flygt Products**

455 Harvest Time Dr., Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

Xylem Water Solutions USA, Inc.

Company Name: _____

Address: _____

Accepted By: _____

Print Name: _____

Date: _____

A handwritten signature in black ink, appearing to read "Te'Jay Brown".

Te'Jay Brown



Bid Form Documents

BID FORM**Project:** City of Wildwood – WRF Improvements**Bid Package:****Bidder Information:**Company: Hydra Service (S), Inc.Contact Name: Dale Jahn Title: District Sales ManagerAddress: 250 Springview Commerce Drive, Debary, FL 32713Phone Number: 407-790-9751 Fax: 407-330-3404**Bid Proposal Documentation Checklist:**

☒ Bid Form	☒ Trench Safety Act
☒ Certificate of Insurance	☒ Drug Free Workplace Certification
☒ Licenses (as applicable)	☒ New Vendor Registration Form
☒ Non-Collusion Affidavit	

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement in conformance with Garney attachment P and Standard Garney Purchase Order Conditions included in the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. <u>1</u> Dated <u>10/31/24</u>	No. <u>2</u> Dated <u>11/13/24</u>
No. _____ Dated _____	No. _____ Dated _____
4. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
5. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and fifty (150) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order Agreement.
6. The total base bid includes all material, start-up, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
7. Prices shall include payment bond.



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER PACKAGE BASE BID FORM

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336	Mechanical Drum Screens	Parkson Huber	2	EA	N/A	N/A
11310	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	4 3	EA	\$60,100.00	\$240,400.00 + taxes
11330	Clarifiers	Ovivo	3	EA	N/A	N/A

Total Price for Equipment Package

\$240,400.00 + taxes

Total Bid (Written Out In Words) Two Hundred Forty Thousand Four Hundred Dollars + 00/100 + taxes

* Base bid includes (4) pumps with accessories for (5). See attached detailed scope of supply.

* Base bid does not include BABA compliance. If the pumps are to be BABA compliant, please add \$78,000.00 plus taxes.



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER BID ALTERNATE 1 - SUPPLY MATERIAL BOND ON BASE BID

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Equipment Price	Material Bond Price
11336-A1	Mechanical Drum Screens	Parkson Huber	1	LS	N/A	N/A
11310-A1	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	LS	\$240,400.00	\$19,232.00
11330-A1	Clarifiers	Ovivo	1	LS	N/A	N/A

EQUIPMENT SUPPLIER BID ALTERNATE 2 - FUTURE EQUIPMENT - PRICE TO BE HELD UNTIL NOVEMBER 1, 2026

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336-A2	Mechanical Drum Screens	Parkson Huber	1	EA	N/A	N/A
11310-A2	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	EA	\$53,300.00 + taxes	\$53,300.00 + taxes
11330-A2	Clarifiers	Ovivo	1	EA	N/A	N/A

12

* Bid alternate 2 includes (1) pump. See attached detailed scope of supply.

* Bid alternate 2 does not include BABA compliance. If the pump is to be BABA compliant, please add \$19,500.00



CITY OF WILDWOOD – WRF IMPROVEMENTS



PIPE AND FITTINGS PACKAGE BASE BID FORM

Qty	Unit	Size	Description	Lining	Coating	Unit Price	Total Price
24" MASTER LIFT STATION TO EQ BASIN							
380	LF	24"	DIP 24" PUSH JOINT PIPE	P401	BURIED		
5	EA	24"	C153 DIP 24" MJ 45	P401	BURIED		
1	EA	24"	C153 DIP 24" MJ 90	P401	BURIED		
30" FORCE MAIN							
1206	LF	30"	DIP 30" TR FLEX PIPE	P401	BURIED		
19	EA	30"	C153 DIP 30" MJ 45	P401	BURIED		
2	EA	30"	C153 DIP 30" MJ 22.5	P401	BURIED		
1	EA	30"	C153 DIP 30" MJ TEE	P401	BURIED		
4	EA	30"	C153 DIP 30" MJ 90	P401	BURIED		
36" SCREEN EFFLUENT TO MASTER LIFT STATION							
126	LF	36"	DIP 36" TR FLEX PIPE	P401	BURIED		
2	EA	36"	C153 DIP 36" MJ 90	P401	BURIED		

Total Bid Price:

N/A



VALVE PACKAGE BASE BID FORM

Qty	Unit	Size	Valve Type	Operator	Connection	Unit Price	Total Price
PLUG VALVES							
3	EA	30"	PLUG VALVE	2" NUT	MJ		

Total Bid Price:

N/A



VENDOR REGISTRATION FORM

New Vendor ☐

Information Change ☒

Please type or print neatly. Applicant must complete all spaces provided or application will not be processed.

City of Wildwood Vendor ID

(For office use only)

IRS Form W-9, a copy of your Professional Business License (if required by your State) to perform your business and a copy of your company business card must accompany this form upon submittal.

Type of Goods or Services Provided Water and Waste Water Pumps and related equipment, Controls, Service and Repair

Business Name Hydra Service (S), Inc.

Business Owner Francis J. Doyle II

Address 250 Springview Commerce Dr, Debary, FL 32713

Remittance Address, if different from address above.

PO BOX 365, Warrior, AL 35180

Phone 407-330-3456 office / 407-625-1388 cell

E-Mail Kheller@hydraservice.net

Fax 407-330-3404

Contact/Title Keaton Heller - General Manager Florida

Website Address www.hydraservice.net

To your knowledge:

Does a City of Wildwood officer, director, employee or family thereof have direct or indirect controlling interest in this business? Yes ☐ No ☒ Please explain: _____

Are you or the business listed on the Florida Department of Management Services Convicted Vendor List or Discriminatory Vendor List? Yes ☐ No ☒ Please explain: _____

Are you or the business currently in arbitration with the City of Wildwood? Yes ☐ No ☒ Please explain: _____

Are you able to provide proof of Workers Compensation and General Liability Insurances?

Yes ☒ (Submit proof of insurances or exemption certificate)

No ☐ Please explain: _____

1099 Information

U.S. Taxpayer Identification Number (TIN)

The TIN provided must match the name on IRS record to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

EIN: 63-1209755 SSN: _____

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person.

Check appropriate Federal tax classification (required):

☐ Individual/Sole Proprietor

☐ C Corporation

☒ S Corporation

☐ Partnership

LLC - Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)

By signing below I agree to comply with all laws of DOL, FLSA and OSHA. The information provided on this form dated 11/12/2024 is true and correct.

Keaton Heller
Signature of Authorized Agent of the Business:

11/12/2024

Date:

Print Name: Keaton Heller

Title: General Manager - FL



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

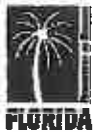
DR-14
R. 01/18

-85-8013813269C-2	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF WILDWOOD
100 N MAIN ST
WILDWOOD FL 34785-4047

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**NON-COLLUSIVE AFFIDAVIT**STATE OF Florida)COUNTY OF Volusia)Keaton Heller

, being first duly sworn, deposes and says that:

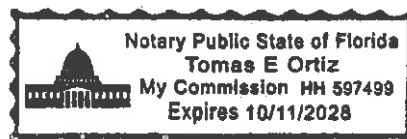
1. He/She is General Manager of Hydra Service (S), Inc., the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against , Toho Water Authority, or any person interested in the proposed Contract; and
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed)

Keaton Heller(Title) General Manager - FL

The foregoing instrument was acknowledged before me this 12 day of November, 2024 by Keaton Heller. He/she who is personally known to me/(who has produced _____ as identification and (did)/(did not) take an oath.

My Commission Expires:

STATE OF: FloridaCOUNTY OF: VolusiaTomas E. Ortiz

NOTARY PUBLIC; (Name)

SIGNATURE

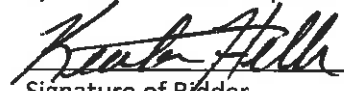


DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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


Signature of Bidder

Keaton Heller
Print or Type



TRENCH SAFETY ACT

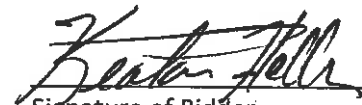
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards.

Bidder acknowledges that the cost of compliance is included in the applicable items of the Proposal and in the Grand Total Bid Price.

The Bidder is, and Garney and Engineer are not, responsible to review or assess County's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Garney and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



Signature of Bidder

Keaton Heller

(Print or type)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Hydra Service (S), Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. PO Box 365	Requester's name and address (optional)
6 City, state, and ZIP code Warrior, AL 35180		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					
or								
Employer identification number								
6	3		-	1	2	0	9	7 5 5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Sandra Moore*

Date *3/27/2024*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Cobbs, Allen & Hall, Inc.
115 Office Park Drive
Birmingham AL 35223

CONTACT NAME Lisa Shearon

PHONE (A/C, No. Ext): 205-414-8100

FAX (A/C, No): 205-414-8105

E-MAIL: Lshearon@cobbsallen.com

License#: 79319
HYDRASERV

INSURED
Hydra Service, Inc.
PO Box 365
Warrior AL 35180

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Alabama Self-Insured WC Fund

5502

INSURER B : Travelers Casualty & Surety Co

19038

INSURER C : Travelers P&C of America

25674

INSURER D : Midwest Emp Casualty Co

23612

INSURER E : Charter Oak Fire

25615

INSURER F : Colony Insurance Company

39993

COVERAGES

CERTIFICATE NUMBER: 2147318403

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6305P657162	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			8104P904303	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
FC	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP4P911607 - \$5Mli Limit TBD - \$5 Mli Limit	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P102560AL2024 UB4P910489 PUAL129001 - AL EL Cov	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased & Rented Equipment			6305P657162	1/1/2024	1/1/2025	Limit Deductible 300,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Wildwood WRF Improvements - Phase 1.

CERTIFICATE HOLDER**CANCELLATION**

City of Wildwood
100 N Main Street,
Wildwood, FL 34785-4047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wildwood WRF Improvements Ph 1

Submersible Pumps Master LS, Section 11310

Clarifications/Exceptions:

- Taxes are not included.
- Pricing does not include BABA compliance. An adder has been provided if the pumps are to be supplied as BABA compliant.
- Bid pricing is for supply of equipment only. Please reference the attached proposals for details of our offering.
- 5-year manufacturer's warranty is provided, see attached warranty statement for reference.
- Factory certified performance tests are included for each pump as specified in accordance with HI acceptance Grade 1U. Factory tests will include flow, head, bhp, and efficiency.
- NPSHR testing is NOT included. NPSHR curves which are generated from historical test data will be included with the submittal package.
- Manufacturer's standard coatings are provided.
- Installation is not included.
- With the exception of the pump base elbow, all piping, fittings, valves, etc. are not included in our scope of supply.
- All control panels, electrical components, level sensors, instrumentation, field instruments, VFDs, etc. are not included in our scope of supply.
- Anticipated lead time is 14-16 weeks after receipt of approved submittals and release to production.
- Data on proposed Sulzer pump selection is included for reference. Pump is 8" discharge, not 12" as specified. Pump meets or exceeds all other specified performance criteria.



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
DeBary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-790-9751

TO: **Garney Construction**
ATTN: **Tom Manning**

FROM: **Dale Jahn**
EMAIL: dale@hydraservice.net
DATE: **November 15, 2024**

REF: **Wildwood WRF Improvements Ph 1**
Submersible Pumps - Master LS

Base Bid

- 4 Sulzer / ABS model XFP206J-CB2.345mm-PE350/6 submersible wastewater pump, 46.9hp, 3/460v, with 49' of motor cable. FM rated. Motor includes closed loop cooling system. Includes stainless steel lifting bail.
- 4 Factory certified performance test, HI Grade 1U.
- 4 Motor electrical integrity test.
- 5 8" x 8" base elbow including slide bracket with hardware.
- 5 Set of anchor bolts, 316 stainless steel.
- 5 Upper guide rail bracket, 2" dual rail, 316 stainless steel.
- 5 Pump motor cable hanger, 316 stainless steel.
- 2 Float cable hanger, 316 stainless steel.
- 10 20' length of 2" diameter guide rail, 316 stainless steel.
- 4 25' pump lifting chain, 316 stainless steel.
- 5 Aluminum access cover, 2-door, 54" x 42", with safety grate.
- 4 Sulzer / ABS CA462 seal fail relay.
- 2 Startup service by a representative of this company.

ACCEPTED DATE _____

Review Date: 11/15/2024

Dale M. Jahn

NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
DeBary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-790-9751

TO: **Garney Construction**
ATTN: **Tom Manning**

FROM: **Dale Jahn**
EMAIL: dale@hydraservice.net
DATE: **November 15, 2024**
REF: **Wildwood WRF Improvements Ph 1**
Submersible Pumps - Master LS

Bid Alternate 2

- 1 Sulzer / ABS model XFP206J-CB2.345mmn-PE350/6 submersible wastewater pump, 46.9hp, 3/460v, with 49' of motor cable. FM rated. Motor includes closed loop cooling system. Includes stainless steel lifting bail.
- 1 Factory certified performance test, HI Grade 1U.
- 1 Motor electrical integrity test.
- 1 25' pump lifting chain, 316 stainless steel.
- 1 Sulzer / ABS CA462 seal fail relay.
- 1 Startup service by a representative of this company.

ACCEPTED DATE _____

Review Date: 11/15/2024
Dale M. Jahn

NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.

Limited Product Warranty

Standard | 5 Year Pro-Rated | Municipal

XFP, AFP, AFL(X), VUP(X)* Permanent Type Installation

Manufacturer warrants the above referenced ABS brand equipment ("Products") to be free from defects in workmanship and materials as follows:

The warranty period shall be five (5) years from date of manufacturer provided startup, not to exceed 5 years 6 months from date of shipment. If authorized startup is not performed, the warranty shall be five (5) years from date of shipment. This warranty is contingent upon purchaser's or end user's payment of the applicable percentage of the list price (list price minus covered %) of the following parts in effect at time of replacement.

Warranty Coverage			
Months	0 - 36	37 - 48	49 - 60
Percentage	100% Parts / 100% Labor	75% Parts / 75% Labor	50% Parts / 50% Labor

When used in temporary/portable applications, the warranty period shall expire on the earliest of the below dates:

- i) one (1) year from date of installation of the Products; or
- ii) eighteen (18) months from date of shipment of the Products from Manufacturer.

Products or parts thereof that are replaced or repaired under warranty during the original warranty period, shall be covered under this warranty until the expiration of the original warranty period or ninety (90) days from the date of such replacement or repair, whichever is later. In any event, such extended warranty period shall not exceed ninety (90) days after the expiration of the original warranty period.

The warranties stated above are contingent upon start-up of the equipment on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative.

If during the warranty period, any Products fail to meet the requirements set out in this warranty, the purchaser or end user shall give written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify or replace Products or parts thereof, at Manufacturer's sole option. Products repaired under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered.

All protection features (such as moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be connected and operable for warranty coverage. This warranty is valid only if Manufacturer supplied or authorized alarm monitoring components, cables and control components/panels are used.

This warranty shall not apply to any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka. Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer's equipment.

Manufacturer shall not be liable for any special, indirect, consequential, or punitive damages, or profit loss of any kind. Major components not manufactured by the Manufacturer are covered by the original manufacturer's warranty in lieu of this warranty. In addition to any other special, indirect or consequential damages referenced above, Manufacturer shall not be responsible for travel expenses, rented (replacement) equipment, pump removal fees, installation fees, outside contractors fees, or unauthorized repair shop expenses.

This warranty shall extend only to the initial end user.

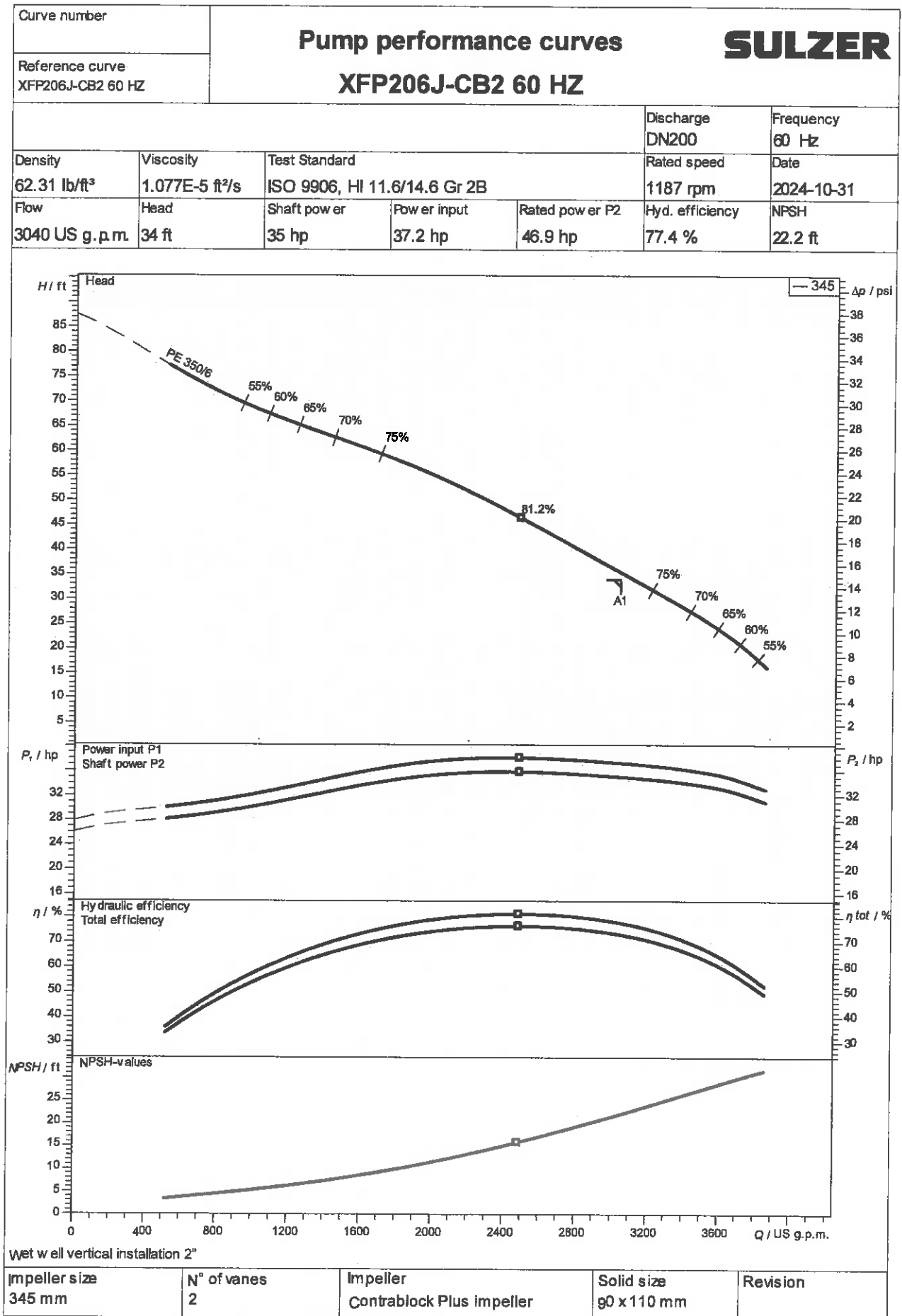
All other warranties, conditions and representation, expressed or implied by statute, common law or otherwise, in relation to the supply of the products including but not limited to the implied warranties or merchantability and fitness for a particular purpose are excluded to the extent permitted by law.

*This warranty is applicable to Products supplied by Sulzer Pumps Solutions Inc. or Sulzer Pumps (Canada) Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.



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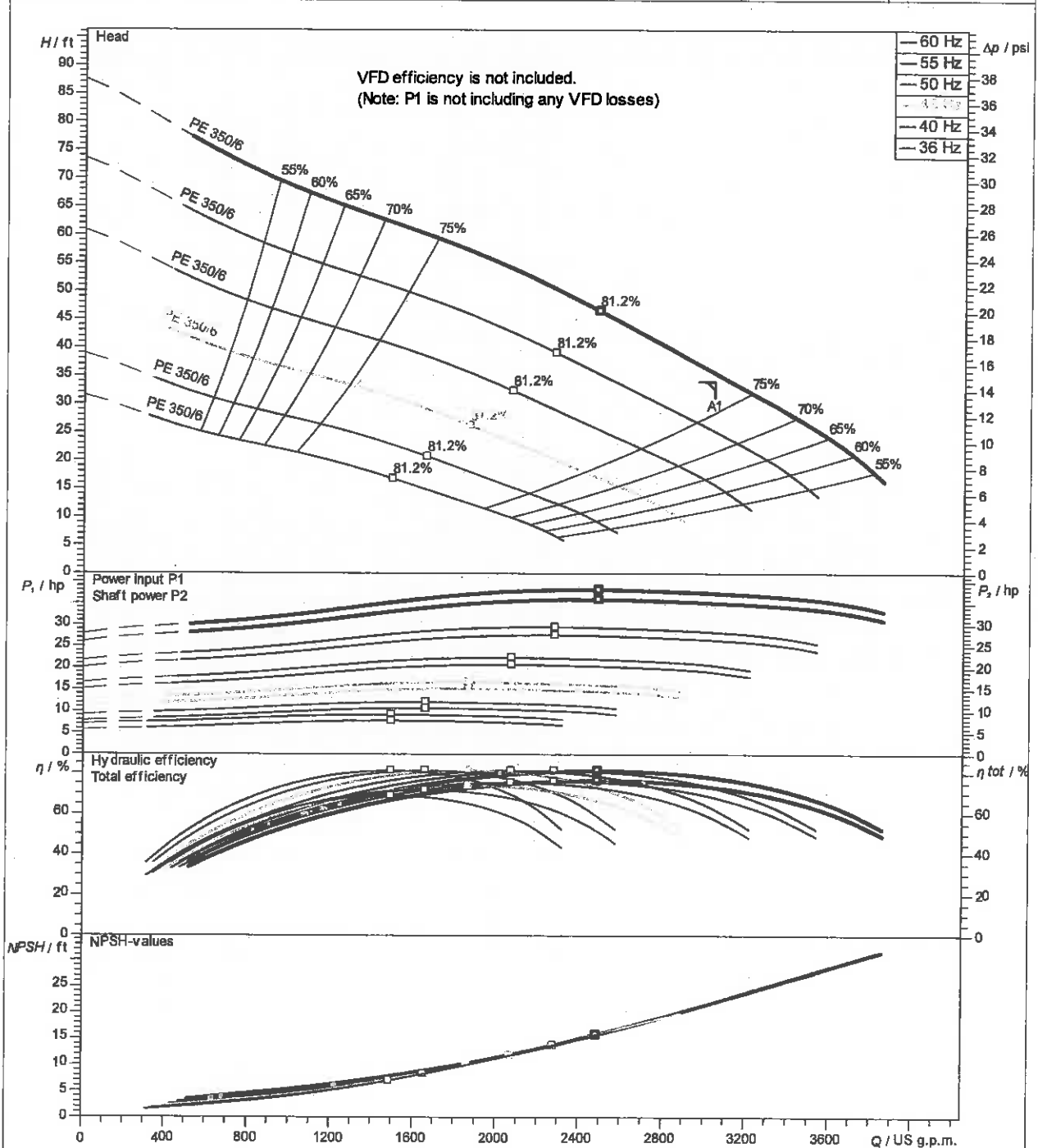
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 6-24.2 - 2024/10/15 (Build 751), 64 bit
data version July 24.1

Curve number		Pump performance curves				SULZER	
Reference curve XFP206J-CB2 60 HZ							
						Discharge DN200	Frequency 60 Hz
Density 62.31 lb/ft³	Viscosity 1.077E-5 ft²/s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B				Rated speed 1187 rpm	Date 2024-10-31
Flow 3040 US g.p.m.	Head 34 ft	Shaft power 35 hp	Power input 37.2 hp	Rated power P2 46.9 hp	Hyd. efficiency 77.4 %	NPSH 22.2 ft	

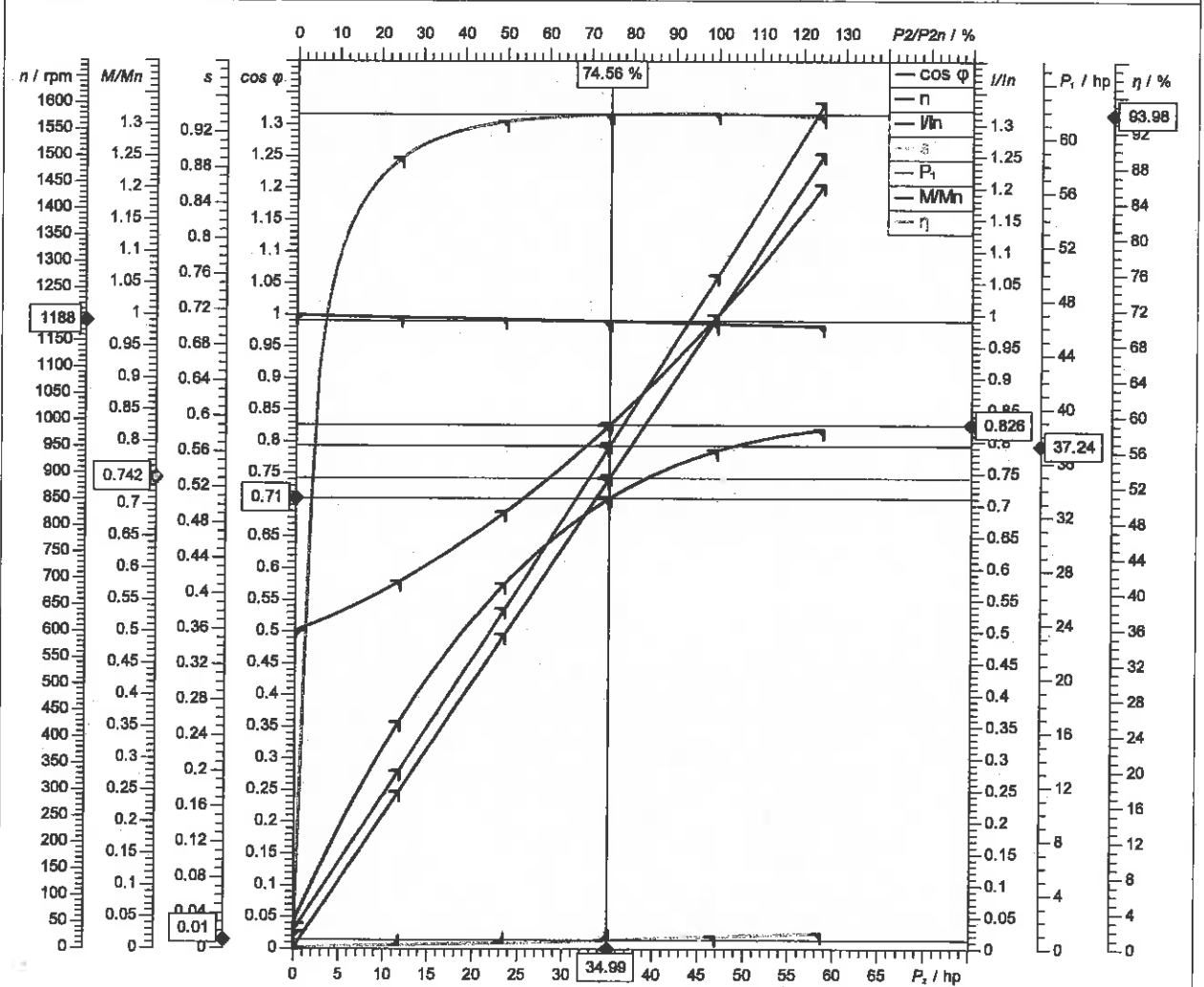


Impeller size 345 mm	N° of vanes 2	Impeller Contrablock Plus impeller	Solid size 90 x 110 mm	Revision
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 6-24.2 - 2024/10/15 (Build 751), 64 bit
data version July 24.1

Rated power 46.9 hp	Service factor 1.15	Nominal Speed 1183 rpm	Number of poles 6	Rated voltage 460 V	Date 2024-10-31
------------------------	------------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp	0	11.73	23.47	35.2	46.94	58.67
P ₁ / hp	1.271	13.17	25.18	37.45	49.89	62.64
I / A	29.74	34.42	40.93	49.23	59.38	71.58
cos φ	0.03999	0.3581	0.5759	0.7121	0.7864	0.819
n / rpm	1199	1195	1192	1188	1183	1179
s / %	0.08333	0.4167	0.6667	1	1.417	1.75
M / lbf ft	0	51.57	103.4	155.6	208.4	261.4
η / %	0	89.1	93.19	93.98	94.07	93.66

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current 427 A	Starting torque 583 lbf ft	Moment of inertia 13.6 lb ft ²	No. starts per hour 15
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Submersible Sewage Pump Type ABS XFP

XFP 206J-CB2 | 8", 6 Pole, 3-Phase, 60 Hz, PE4

Submersible Motor Specifications, PE4 Frame

Motor Design		NEMA design B, squirrel cage induction
Motor Type		Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating		IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol		IEC 60034-2-1
Insulation Material		Class H, 180°C (356°F), copper windings
Motor Filling Medium		Air
Temperature Rise		Class A
Maximum Fluid Temperature		40°C (104°F) continuous, 50°C (122°F) intermittent
Cooling System		Closed-loop, non-toxic glycol/water mixture (1% / 1%)
Motor Protection	Thermal	STD
		Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F) +/- 5°C (41°F) opening temperature
	OPT	STD plus: upper and lower bearing bimetallic switches or 100Ω RTD (PT100) in winding (option of one RTD or three RTDs in stator) and RTDs in lieu of upper and lower bearing bimetallic switches
	Leakage	STD
Sensing Chamber Filling Medium		Oil
Bearing Type	Upper	Cylindrical roller, permanently lubricated
	Lower	Dual angular contact ball bearings plus single cylindrical roller bearing, permanently lubricated
Motor Starter Types		Suitable for use with electronic soft starters, and PWM type Variable Frequency Drives ¹
Maximum Starts per Hour		10 evenly spaced w/ soft starters, N/A with PWM type VFDs
Inverter Duty Rating		Motors meet NEMA MG1, part 31 requirements
Maximum Submergence		20 meters (65 feet)
Available Voltages		230, 460, 600 (consult factory for other voltages)
Voltage Tolerance from Rated		+/-10%
Agency Approvals		Factory Mutual, CSA
Explosion Proof Rating		NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp

XFP CB2 PLUS



The picture above may differ from
For illustrative purposes only

¹ Output filters may be required on VFDs. See document DS-E00-001 for details.

Motor Ratings, PE4 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 210/6	22.6 kW	21 kW 28 HP	1184	230 460 600	69.9 35.0 26.8	461 231 177	H	1.3	93.0	92.9	91.7	.811	.752	.628
PE 250/6	26.9 kW	25 kW 33.5 HP	1186	230 460 600	85.0 42.5 32.6	638 319 245	J	1.3	93.0	92.5	90.9	.794	.727	.597
PE 350/6	37.2 kW	35 kW 47 HP	1183	230 460 600	118.8 59.4 45.5	855 428 328	J	1.3	94.1	94.0	93.2	.786	.712	.576
PE 430/6	45.7 kW	43 kW 58 HP	1180	230 460 600	141.7 70.9 54.3	921 461 353	H	1.3	94.2	94.4	93.8	.808	.744	.614

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Submersible Sewage Pump Type ABS XFP

XFP 206J-CB2 | 8", 6 Pole, 3-Phase, 60 Hz, PE4

Cable Data, PE4 Frame

	Motor	Motor Voltage	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
					Power	Ground
Power Cable	PE 210/6	230	1	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		460	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
		600	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
	PE 250/6	230	1	G-GC 2-3	34.0mm (1.34")	Integrated w/ Power
		460	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
		600	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
	PE 350/6	230	2	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		460	1	G-GC 6-3	26.7mm (1.05")	Integrated w/ Power
		600	1	G-GC 8-3	24.6mm (0.97")	Integrated w/ Power
	PE 430/6	230	2	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		460	1	G-GC 4-3	30.2mm (1.19")	Integrated w/ Power
		600	1	G-GC 6-3	26.7mm (1.05")	Integrated w/ Power
Control Cable	Motor Monitoring Type ³		Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02")	
	Std monitoring		1	SOOW 16/4	10.6mm (0.42")	
	Opt full monitoring		1	SOOW 16/8	14.2mm (0.56")	
	Opt full monitoring w/ 3 RTDs		1	SOOW 16/12	17.7mm (0.70")	
	Opt full monitoring w/ 5 RTDs		2	SOOW 16/10	17.2mm (0.68")	
Cable Length	Standard: 15m (49 feet)		Optional: 20m (65 feet), 30m (98 feet); Consult Factory for longer lengths			

³ See motor protection on page 1. Optional full monitoring systems with RTD options do not include bearing bi-metallic switches.

Pump Data

Discharge Size	8" flanged, compatible with 8" class 125 ANSI flanges						
Suction Size (Wet-Pit / Dry-Pit) ^a	8" undrilled / 8" flanged, compatible with 8" class 125 ANSI flanges, threaded for 8x3/4-10 UNC screws, 30mm (1.2") deep						
Volute Pressure Rating	10 bar (145 psi)						
Impeller Type	Semi-open, 2-vane, Contrablock Plus, w/ Seal Protection System						
Impeller Code							
Diameter, mm (in.)	320 (12.6)	330 (13.0)	340 (13.4)	350 (13.8)	360 (14.2)	370 (14.6)	375 (14.8)
Solids Passage Size, mm (in.)	90x110 (3.5x4.3)	90x110 (3.5x4.3)	90x110 (3.5x4.3)	90x110 (3.5x4.3)	90x110 (3.5x4.3)	90x110 (3.5x4.3)	90x110 (3.5x4.3)
Min. Recommended Flow, GPM ^b	1000	1100	1200	1200	1300	1300	1400

^a Wet-pit version can be drilled to dry-pit specifications upon request. Consult factory for details. ^b Recommend minimum continuous flow. Consult factory for applications below this flow rate

Materials of Construction

	Standard	Optional
Power/Control Cable Jacket	Chlorinated Polyethylene (CPE)	
Lifting Hoop	Ductile Iron EN-GJS-400-18 (ASTM A-536; 60-40-18)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Cable Connection Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Motor Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cooling Jacket	Steel 1.0036 (ASTM A-570, Grade D)	
Intermediate Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate/Cooling Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft	Stainless Steel 1.4021 (AISI 420)	Duplex Stainless Steel 1.4462 (UNS S31803)
Impeller	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Wear Parts		
Impeller Wear Ring	N/A	
Volute Wear Ring	N/A	
Bottom/Wear Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Volute	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
External Hardware	Stainless Steel 1.4401 (AISI 316)	
O-Rings and Cable Glands	Nitrile (Buna-N)	Viton [®]
Mechanical Lower Seals	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton [®] , 316 SS
Upper Seals	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Lower Bearing Lip Seal	Nitrile (Buna-N)	
Coating/Protection	Two-part epoxy, blue, 120µm (4.7 mil) DFT	Two-part epoxy, blue, 400µm (15.7 mil); Wet-end liquid ceramic coating, 500µm (19.7 mil); Zinc Anodes

⁷ Hardening of bottom edge of impeller vane and wear plate surface available. Consult factory for details.

General Data (Standard Materials of Construction & Cable Length)

	PE 210/6	PE 250/6	PE 350/6	PE 430/6
Overall Height	1481mm (58.3")	1481mm (58.3")	1561mm (61.5")	1561mm (61.5")
≈ Pump Weight (Non-Cooled)	650 kg (1433 lb)	690 kg (1521 lb)	740 kg (1632 lb)	750 kg (1654 lb)

DS-E02-149 REV. 1 DATE: 10/16 Specifications Subject to Change Without Notice



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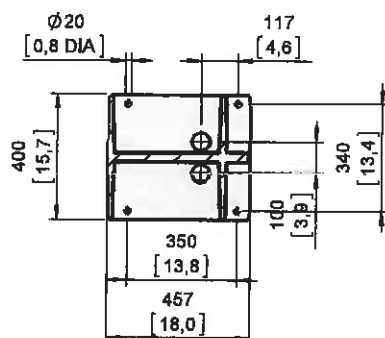
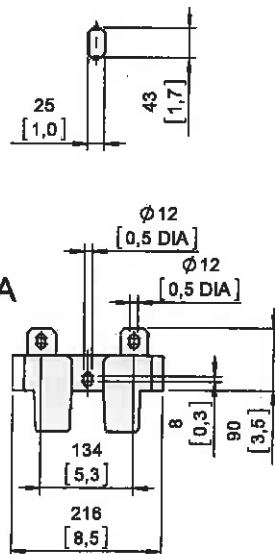
No: M-02.2814 - 01	2	XFP 206J-CB2
Dat/Nam.: 11.04.2016 / K. Srb		
Cad Code: M_022814		Dimension sheet PE4 WET WELL Installation dual guide rail 2"
Technical changes reserved Änderungen vorbehalten Sous réserve de modifications		Maßblatt PE4 Nassinstallation Zwei-Rohrführung 2"
		Plan d'encombrement PE4 installation submersible Double barre de guidage 2"

SULZER

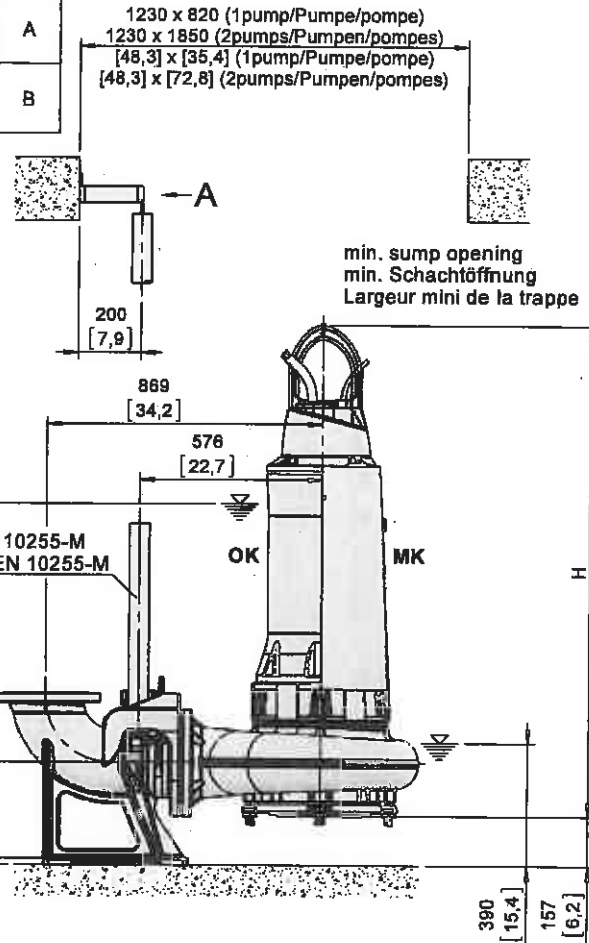
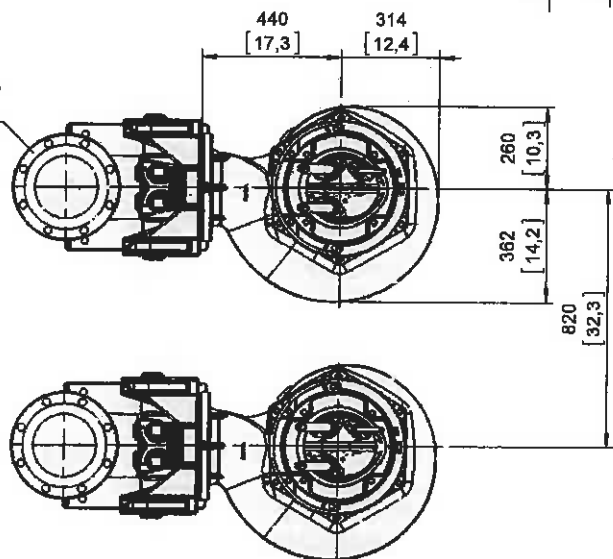
Type Typ Type	Type Typ Type	Weight Gewicht Poids OK	Weight Gewicht Poids MK	H	Size
50Hz	60Hz	(~kg) (~lb)	(~kg) (~lb)	(mm) (inch)	
PE 300/4-J		680 1499	720 1588	1481 58.3	A
PE 370/4-J		715 1577	760 1676	1561 61.5	B
PE 450/4-J		745 1643	790 1742	1481 58.3	A
PE 185/6-J	PE 210/6-J-60	650 1433	690 1521	1481 58.3	A
PE 220/6-J	PE 250/6-J-60	690 1521	730 1610	1561 61.5	B
PE 300/6-J	PE 350/6-J-60	740 1632	785 1731	1561 61.5	B
PE 370/6-J	PE 430/6-J-60	750 1654	795 1753	1561 61.5	B

Weight: Includes pump, slider bracket and 10m cable
Gewicht: Beinhaltet Pumpe, Halterung und 10m Kabel
Poids: Pompe, coulisseau et 10m de câble
For different cable length see IOM, chapter 1.5
Für abweichende Kabellänge siehe EBA, Kapitel 1.5
Pour des longueurs supérieures, voir la section 1.5 du manuel
For hex.-woodscrew 0,4*2,8 plug 0,5 DIA
Für Skt.-Holzschr. 10*70 Dübel Ø12mm
Pour vis à bois hexagonale 10*70 trou de 12mm
Installation instructions "pedestal" 1 597 2507
Installationsanweisung "Fußstück" 1 597 2507
Instruction d'installation du "pied d'assise" 1 597 2507

Lifting hoop cross section
Fangbügel-Querschnitt
Section de l'anse de levage



DN200, DIN EN 1092-2, PN10
8" ANSI B16.1 CLASS 125



mm
[inch]

OK = Ohne Kühlmantel
Without cooling jacket
Sans enveloppe de refroidissement

MK = Mit Kühlmantel
With cooling jacket
Avec enveloppe de refroidissement

				BP-01 11330 Secondary Clarifiers					Analyzed by: Tom Manning	
PROJECT: WILDWOOD WRF BNR IMPROVEMENTS				GARNEY IN BID		Ovivo	Evoqua			
						TSC	Hayward			
						Gerald Mendez	Lance Clark			
						813-242-2660	229-224-7453			
SEC	DESCRIPTION	QTY	UM							
	Bid Documentation									
	Bid Form	1	ls		Yes	No				
	COI	1	ls		Yes	No				
	Licenses	1	ls		N/A	No				
	Non-Collusion Affidavit	1	ls		Yes	No				
	Trench Safety Act	1	ls		Yes	No				
	Drug Free Workplace Certificate	1	ls		Yes	No				
	New Vendor Registration Form	1	ls		Yes	No				
	Acknowledged Addendums	1	ls		Yes	No				
	AIS Compliant	1	ls		Yes	No				
	Material Bond Amount Provided	1	ls		See Attached	See Attached				
	Equipment Scope									
	80' Diamater Clariifer Mechanism - 304 sst	3	ea		1,435,000	1,573,200				
	304 Stainless Steel Construction	1	ls		Yes	Yes				
	Lubricants	1	ls		1,500	1,500				
	Access Bridge	3	ea		Yes	Yes				
	Scum System	3	ea		83,000	Yes				
	Instruments	1	ls		Yes	Yes				
	Control Panels	3	ea		Yes	Yes				
	Spart Parts	1	ls		Yes	No				
	Startup	1	ls		Yes	Yes				
	Site Visits	2	days		Yes	Yes				
	Sunshield for Control Panel	1	ea		Yes	Yes				
	2 year warranty	1	ls		Yes	Yes				
	SUBTOTAL				1,519,500	1,574,700	-	-		
TOTAL				-	1,519,500	1,574,700	-	-		



Bid Form Documents

BID FORM

Project: City of Wildwood – WRF Improvements**Bid Package:****Bidder Information:**

Company: OVIVO USA LLC

Contact Name: THOMAS HOLT Title: SEDIMENTATION R&R GROUP MANAGER

Address: 4246 RIVERBOAT RD. SUITE 300

SALT LAKE CITY, UTAH 84123

Phone Number: 801-931-3023 Fax: 801-931-3100

Bid Proposal Documentation Checklist:

☒ Bid Form	☒ Trench Safety Act
☒ Certificate of Insurance	☒ Drug Free Workplace Certification
☒ Licenses (as applicable)	☒ New Vendor Registration Form
☒ Non-Collusion Affidavit	

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement in conformance with Garney attachment P and Standard Garney Purchase Order Conditions included in the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 11/01/2024 No. Dated

No. Dated No. Dated

4. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
5. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and fifty (150) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order Agreement.
6. The total base bid includes all material, start-up, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
7. Prices shall include payment bond.



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER PACKAGE BASE BID FORM

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336	Mechanical Drum Screens	Parkson Huber	2	EA		
11310	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	3	EA		
11330	Clarifiers	Ovivo	3	EA	\$478,333.33	\$1,435,00.00

Total Price for Equipment Package

\$1,435,00.00

Total Bid (Written Out In Words) ONE MILLION FOUR HUNDRED AND THIRTY FIVE THOUSAND DOLLARS



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER BID ALTERNATE 1 - SUPPLY MATERIAL BOND ON BASE BID

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Equipment Price	Material Bond Price
11336-A1	Mechanical Drum Screens	Parkson Huber	1	LS		
11310-A1	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	LS		
11330-A1	Clarifiers	Ovivo	1	LS	\$2,509.00	\$2,509.00

EQUIPMENT SUPPLIER BID ALTERNATE 2 - FUTURE EQUIPMENT - PRICE TO BE HELD UNTIL NOVEMBER 1, 2026

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336-A2	Mechanical Drum Screens	Parkson Huber	1	EA		
11310-A2	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	2	EA		
11330-A2	Clarifiers	Ovivo	1	EA	\$552,500.00	\$552,500.00



CITY OF WILDWOOD – WRF IMPROVEMENTS



PIPE AND FITTINGS PACKAGE BASE BID FORM

Qty	Unit	Size	Description	Lining	Coating	Unit Price	Total Price
24" MASTER LIFT STATION TO EQ BASIN							
380	LF	24"	DIP 24" PUSH JOINT PIPE	P401	BURIED		
5	EA	24"	C153 DIP 24" MJ 45	P401	BURIED		
1	EA	24"	C153 DIP 24" MJ 90	P401	BURIED		
30" FORCE MAIN							
1206	LF	30"	DIP 30" TR FLEX PIPE	P401	BURIED		
19	EA	30"	C153 DIP 30" MJ 45	P401	BURIED		
2	EA	30"	C153 DIP 30" MJ 22.5	P401	BURIED		
1	EA	30"	C153 DIP 30" MJ TEE	P401	BURIED		
4	EA	30"	C153 DIP 30" MJ 90	P401	BURIED		
36" SCREEN EFFLUENT TO MASTER LIFT STATION							
126	LF	36"	DIP 36" TR FLEX PIPE	P401	BURIED		
2	EA	36"	C153 DIP 36" MJ 90	P401	BURIED		

Total Bid Price:



CITY OF WILDWOOD – WRF IMPROVEMENTS



VALVE PACKAGE BASE BID FORM

Qty	Unit	Size	Valve Type	Operator	Connection	Unit Price	Total Price
PLUG VALVES							
3	EA	30"	PLUG VALVE	2" NUT	MJ		

Total Bid Price:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Marsh USA Sheridan Meadows Corporate Park North 6500 Sheridan Drive, Suite 114 Williamsville, NY 14221 CNO00000-GAW-24-25	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Granite State Insurance Company INSURER B : The Travelers Indemnity Co Of Connecticut INSURER C : The Charter Oak Fire Insurance Company INSURER D : INSURER E : INSURER F :
INSURED Ovivo USA, LLC 4246 Riverboat Road Suite 300 Salt Lake City, UT 84123	NAIC # 23809 25682 25615

COVERAGES

CERTIFICATE NUMBER:

HOU-004124626-03

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			02-LX-067988403-9	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ See Page 2
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-5W09512A-24-43-G	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-4W986335-24-43-G	03/31/2024	03/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

To whom it may concern c/o Ovivo USA, LLC 4246 Riverboat Road Suite 300 Salt Lake City, UT 84123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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AGENCY CUSTOMER ID: CN000000

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA		NAMED INSURED Ovivo USA, LLC 4246 Riverboat Road Suite 300 Salt Lake City, UT 84123
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

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

Master Commercial General Liability
 Policy No.: 066458871
 Carrier: AIG Insurance Company of Canada
 Effective dates: 03/31/2024 to 03/31/2025

The Master Commercial General Liability policy number 066458871 with AIG Insurance Company of Canada provides Difference in Conditions and Difference in Limits coverage over the Commercial General Liability Policy no. 02-LX-067988403-9 with the following limits:
 Each Occurrence : CAD \$5,000,000
 Products & Completed Operations Aggregate limit to CAD \$5,000,000
 Personal Advertising Injury : CAD 5,000,000
 General Aggregate : CAD \$5,000,000

The Master Commercial General Liability policy was placed by Marsh Canada Limited, Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.



NON-COLLUSIVE AFFIDAVIT

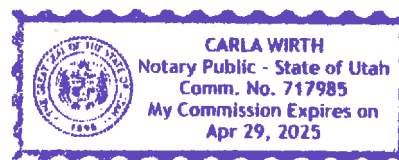
STATE OF UTAH)COUNTY OF SALT LAKECarla Wirth

, being first duly sworn, deposes and says that:

1. He/She is THOMAS HOLT of OVEVO USA LLC, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against , Toho Water Authority, or any person interested in the proposed Contract; and
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) [Signature](Title) SEDIMENTATION KIR GROUP MANAGER

The foregoing instrument was acknowledged before me this 14th day of November, 2024 by Thomas Holt. He/she (who is personally known to me)/(who has produced Drivers License) as identification and (did)/(did not) take an oath.

My Commission Expires: Apr. 29, 2025STATE OF: UtahCOUNTY OF: Salt Lake

Carla Wirth
NOTARY PUBLIC; (Name)

[Signature]
SIGNATURE



TRENCH SAFETY ACT

Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards.

Bidder acknowledges that the cost of compliance is included in the applicable items of the Proposal and in the Grand Total Bid Price.

The Bidder is, and Garney and Engineer are not, responsible to review or assess County's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Garney and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Signature of Bidder

THOMAS HOLT

(Print or type)

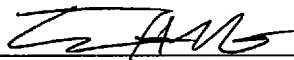


DRUG FREE WORKPLACE CERTIFICATION

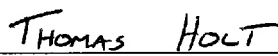
IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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



Signature of Bidder



Print or Type



VENDOR REGISTRATION FORM

New Vendor ☐

Information Change ☐

Please type or print neatly. Applicant must complete all spaces provided or application will not be processed.

City of Wildwood Vendor ID

(For office use only)

IRS Form W-9, a copy of your Professional Business License (if required by your State) to perform your business and a copy of your company business card must accompany this form upon submittal.

Type of Goods or Services Provided Water & Wastewater Treatment Equipment, Parts, and Service

Business Name Ovivo USA, LLC

Business Owner _____

Address 4246 Riverboat Road, Suite 300, Salt Lake City, UT 84123

Remittance Address, if different from address above.

Ovivo USA, LLC

P.O. Box 673076, Detroit, MI 48267-3076

Phone 801-931-3000

E-Mail Diane.Preston@ovivowater.com

Fax _____

Contact/Title General Accounting Manager

Website Address www.ovivowater.com

To your knowledge:

Does a City of Wildwood officer, director, employee or family thereof have direct or indirect controlling interest in this business? Yes ☐ No ☒ Please explain: _____

Are you or the business listed on the Florida Department of Management Services Convicted Vendor List or Discriminatory Vendor List? Yes ☐ No ☒ Please explain: _____

Are you or the business currently in arbitration with the City of Wildwood?
Yes ☐ No ☒ Please explain: _____

Are you able to provide proof of Workers Compensation and General Liability Insurances?

Yes ☒ (Submit proof of insurances or exemption certificate)

No ☐ Please explain: _____

1099 Information

U.S. Taxpayer Identification Number (TIN)

The TIN provided must match the name on IRS record to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

EIN: 76-0742644

SSN: _____

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person.

Check appropriate Federal tax classification (required):

☐ Individual/Sole Proprietor

☐ C Corporation

☐ S Corporation

☐ Partnership

☒ LLC - Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)

By signing below I agree to comply with all laws of DOL, FLSA and OSHA. The information provided on this form dated 09/10/2024 is true and correct.

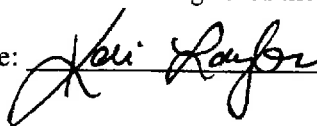
Keri Layton

09/10/2024

Signature of Authorized Agent of the Business:

Date:

Print Name:



Title: Financial Controller

City of Wildwood, 100 N. Main Street, Wildwood, FL 34785, (352)330-1330, Fax (352)330-1330



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013813269C-2	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF WILDWOOD
100 N MAIN ST
WILDWOOD FL 34785-4047

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123**OWNER:***(Name, legal status and address)*

City of Wildwood

100 North Main Street
Wildwood, FL 34785-4047**SURETY:***(Name, legal status and principal place of business)*Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116**MAILING ADDRESS FOR NOTICES:**Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid Amount 5% Amount Bid**PROJECT:***(Name, location or address, and Project number, if any)*

CITY OF WILDWOOD - WRF IMPROVEMENTS - PHASE I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2024.

Dane Preston
(Witness)

Ovivo USA, LLC
(Contractor as Principal)

Ken Layton, Financial Controller
(Title)

Liberty Mutual Insurance Company
(Surety)

Kristin S. Bender
(Witness) Kristin S. Bender

April D. Perez
(Title) April D. Perez, Attorney-In-Fact
FL Non-Resident License #G047993





POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

April D. Perez all of the city of

Morristown, state of New Jersey each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$1,850,245,073.00	Unearned Premiums \$10,298,963,305.00
*Bonds – U.S Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense \$28,848,537,243.00
*Other Bonds\$21,048,805,773.00	Funds Held Under Reinsurance Treaties..... \$360,714,151.00
*Stocks\$19,937,271,802.00	Reserve for Dividends to Policyholders\$1,310,198.00
Real Estate\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums...\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities \$7,622,413,466.63
Accrued Interest and Rents.....\$186,906,667.00	Total..... \$47,428,064,363.63
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds \$209,508,757.00
Total Admitted Assets \$70,891,553,519.63	Capital Stock \$10,000,075.00
	Paid in Surplus..... \$13,834,867,488.00
	Unassigned Surplus..... \$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,156.00
	Total Liabilities and Surplus \$70,891,553,519.63

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



PROPOSAL 2-34-0168

BID DATE: NOVEMBER 15, 2024

WILDWOOD WATER RECLAMATION FACILITY WILDWOOD, FL

PREPARED FOR

BIDDING CONTRACTORS

AREA REPRESENTATIVE

TSC Jacobs
Gerald Mendez
gerald@tscjacobs.com

NOTES

Addenda No 1 has been received.

Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.

PREPARED BY

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Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



DATE: November 14, 2024

TO: Wildwood, FL WRF

BID DATE: November 15, 2024

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs
24156 SR 54
Suite 3
Lutz, FL 33559

Attention: Gerald Mendez
Telephone: 813-242-2660
Facsimile: 813-242-2597
Email: gerald@tscjacobs.com

BID PRICING

This proposal is valid for 150 Days. Bid Pricing Expiration Date: April 14, 2025.

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	11330	Three (3) 80' Type C4T Clarifiers	*	\$ 1,352,000

OPTIONAL ADDER

EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
Scum Spray System (for ALL Clarifiers)	*	\$ 83,000

DELIVERY

*Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **twenty-eight (28) to thirty (30) weeks** after receipt of approved submittals from Purchaser.

The following may be used to assist in scheduling, however the timeframes listed above prevail in the event of a conflict.

MILESTONE	CLARIFIER EQUIPMENT DATES
Bid Due Date	11/15/2024
Received PO from Customer (no LOIs or contingent POs)	4/14/2025
Ovivo Acknowledges Conforming PO or Executed Contract*	4/28/2025
Engineering Submittal by Ovivo**	6/23/2025
Submittal Approval by Purchaser	7/21/2025
Fabrication Complete & Begin Shipment	2/16/2026

*If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the date shown. This is, however, the date by which an executed contract must be in place to maintain price validity and schedule delivery. Ovivo's required terms are included in this proposal.

**Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance from the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

ITEM I - COLUMN SUPPORTED SPIRAL BLADE CLARIFIER

Ovivo (formerly EIMCO Water Technologies) proposes mechanisms which are based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications. Proposed design and scope of supply is shown below:

DESIGN CRITERIA AND DRIVE INFORMATION:

Number of Clarifiers	Three (3)
Clarifier Type	C4T
Clarifier Diameter	80ft
SWD	14ft
Freeboard	2.25ft approx.
Tank Bottom Slope	1/2:12
Walkway configuration	Center Supported w/single side half dia. Bridge.
Drive Mechanism (Included)	C40HT (70K) drive assembly, with gear motor, chain guard, and waterproof drive control. Drive units are completely factory assembled, calibrated and tested. Only two (2) drive units are supplied. Plan is to reuse one (1) drive unit that was supplied in November 2024 on new units.
Drive AGMA Continuous Torque	29000 ft-lb approx. 12 ft/min tip speed.
Concrete Tank (New or Existing)	New

NON-SUBMERGED COMPONENTS INCLUDED:

COMPONENT TYPE	COMPONENT DESCRIPTION
Walkway Superstructure	3ft beam supported walkway w/ single side half dia. bridge. Bridge designed for 100psf live load and L/800 max. deflection.
Platform Superstructure	9ft x 9ft platform with 2ft nominal drive clearance.
Walkway walking surface type	1-½ inch aluminum I-Bar grating.
Platform walking surface type	¼ inch Aluminum Checkered Floor Plate.
Handrail design/type	2 Rail - 1-½ inch Aluminum Mechanical Handrail (sub-assembled system with fittings factory mounted to post).
Non-Submerged construction materials (unless otherwise noted)	304 Stainless Steel.

SUBMERGED COMPONENTS INCLUDED:

COMPONENT TYPE	COMPONENT DESCRIPTION
Center column (Stationary)	24 inch diameter x 1/4 inch thick.
Center cage (Rotating)	4ft box truss design.
Feedwell (Rotating)	20ft diameter x 5.5ft submerged depth x 3/16inch thick w/ supports from Cage.
Sludge raking arms (Rotating)	Two (2) full radius (square box truss design) with tapered spiral blades. Blades to be 3/16inch thick and equipped with 20 GA. 304 Stainless Steel squeegees.
Sludge manifold (Rotating)	6ft approx. sludge manifold diameter.

Skimming Design (Rotating)	Two (2) full radius rotating scum troughs starting at the feedwell and ending at the scum baffle with supports from rake arm. Scum collection well installed around center column for collection.
Scum Pump and Piping	One (1) Vaughn scum pump mounted on platform with 3" scum piping along walkway to edge of tank.
Scum Anti-Rotation Baffle	One (1) neoprene anti-rotation baffle which is supported from the walkway.
Submerged construction materials (unless otherwise noted)	304 Stainless Steel.

OTHER COMPONENTS, SERVICES AND INFORMATION INCLUDED:

- Anchor bolts in 304 Stainless Steel.
- Assembly fasteners in 304 Stainless Steel.
- NEMA 4X 304 Stainless Steel local control panel which includes: Motor Starter, Sun Shield, Lights & Horn.
- Operation and Maintenance manuals.
- Service trips as noted in the "Field Service" section of this proposal.
- See "Surface Preparation and Paint" section of this proposal.
- Ovivo mechanical warranty to be included as twenty-four (24) months from startup of equipment. Not to exceed thirty-six (36) months from equipment delivery on site.
- Freight, FCA factory, freight allowed to jobsite.

ITEMS NOT INCLUDED (But not limited to the following):

- Energy Dissipating Inlet (EDI).
- Weirs.
- Baffles.
- Effluent Launderers or Launder Covers.
- Density Current Baffles.
- Field Welding.
- Field Measurements.
- Anchor templates and grout shield. We provide bolt circle dimensions for the center column and anchor positions.
- Scum spray system of any kind (Unless purchased by optional adder).
- Dissimilar metals protection (bituminous paint or iso tape) for aluminum handrailing and grating mounted to steel walkway members. Mastic/sealant/packing is also by others.
- Effluent Performance Warranty.
- Demolition or erection services.
- Influent or effluent piping located outside the tank walls.
- Valves or pumps of any kind.
- Tank, platform or feedwell covers of any kind.
- Any type of chemical passivation and full immersion pickling for stainless steel or cathodic protection for carbon steel.

- Any VFD's, lights, mounting plates or channels, motor starters, conduit, wiring, light posts, photocells, sludge blanket sensors, probes and/or transmitters, etc.
- Concrete, rebar, grout, etc.
- Motor lubricants.
- Stairways, access walkways, handrails, gratings, etc., outside tank. Our walkway(s) will not extend beyond the tank wall. Ovivo is not responsible for access stairs or approaches to the walkway, regardless of final walking elevation.
- Any water piping, hose racks, spray systems or diffusers.
- Lamp Posts.
- Anything else not explicitly included in the list of items included above.
- See general items listed hereafter.

OPTIONAL ADDER:

- Scum spray header and foam suppression system for each clarifier shall spray the following areas: Scum collection trough around column and area between feedwell and baffle along the walkway. Spray system shall be controlled using the clarifier control panel provided; including solenoid valve if required for activation. A total of four (4) spray nozzles (304SS) for the scum collection trough and five (5) along the walkway will be provided. Materials of construction to be PVC for all piping, fittings and valves.

CLARIFICATIONS / EXCEPTIONS:

- Scope of supply to account for reusing existing C40HT Drive Unit that was supplied in Fall of 2024.
- Local control panels may not meet BABA requirement due to availability of components required to meet specification.
- Table 2.0- Deflection style EDI will be used in place of a flocculating influent well.
- 1.02.H.6 - All welding will follow AWS D1.6 for stainless materials.
- 1.03.C.8 - Calculations will only be supplied for equipment provided by Ovivo. Access walkways are not included in our scope of supply.
- 1.03.D.9-11 - Ovivo typically only supplies electronic O&M manuals.
- 1.05.B - Ovivo will require a hard cap on a warranty end date. 36 Months from equipment delivery.
- 2.02.B.2 - A NEMA Size 00 starter will be supplied for the required size of motor.
- 2.02.B.2.A - A 350VA transformer is required for the size of panel provided.
- 2.02.D.2 - 4'-0" square cage will be provided to match up to the drive unit.
- 2.02.F - Scum pump specified will not work for this application. A Vaughn Chopper Pump will be supplied.
- 2.02.G.4 - 8" tall blade at clarifier tank wall to be supplied.
- 2.02.J.2/3 - If scum spray header and foam suppressant system adder is purchased from Ovivo the materials of construction of the piping/fittings will be supplied in PVC material.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM 24,000 LBS.

APPROXIMATE WEIGHT OF THE HEAVIEST SINGLE COMPONENT 4,500 LBS.

FIELD SERVICE:

Our proposal includes the service of a qualified service engineer for the following:

- Six (6) Days / Three (3) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment. Static torque testing is included in these services.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

- Ovivo's drive unit will receive a surface preparation of SSPC-SP-06 and will be coated with two (2) coats of Tnemec N69 and one (1) coat of Tnemec Endura-shield series 73. Gearmotors are coated by the manufacturer.
- All non-submerged fabricated steel surfaces will be of 304 Stainless Steel and will be cleaned in accordance with ASTM A380 (immersion methods will not be utilized) and be free of organic compounds, discoloration, and embedded and free iron. All surfaces will be wet tested for 24 hours to ensure complete and thorough cleaning. Cleaning and retesting will repeat as required prior to release of product.
- All submerged fabricated steel surfaces will be of 304 Stainless Steel and will be cleaned in accordance with ASTM A380 (immersion methods will not be utilized) and be free of organic compounds, discoloration, and embedded and free iron. All surfaces will be wet tested for 24 hours to ensure complete and thorough cleaning. Cleaning and retesting will repeat as required prior to release of product.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation

costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Type Muni
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent to Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready to Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo's Credit Department.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Thomas Holt
Tel. #: 801-931-3000
Email: amy.harrison@ovivowater.com
thomas.holt@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

Very truly yours,

Ovivo USA, LLC

Attachment(s):

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER a license to replace the use of the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to

receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appellable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

22. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

23. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

24. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

25. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

26. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS. GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

27. PRIVACY AND DATA PROTECTION. SELLER has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (www.ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

28. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

29. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

30. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

31. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – April 2024

FIRM PROPOSAL

BNR IMPROVEMENTS – PROCESS EQUIPMENT WILDWOOD, FLORIDA

SECTION #11330 – SECONDARY CLARIFIER EQUIPMENT

Quotation No: 693957_R1 – 11/14/2024

Questions related to this Proposal should be
directed to Evoqua's area sales representative:

SALES REPRESENTATIVE

Lance Clark
Heyward Florida
Phone: 229-224-7453
Email: lclark@heywardfl.com



To: Garney
 Owner: City of Wildwood
 Engineer: CPH
 Bid Date: 11/15/2024

1. SUMMARY

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein.

Addenda received: #1

The information in this quotation is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

ITEM & DESCRIPTION

PRICE

Section #11330 – Secondary Clarifier Equipment	<u>\$1,573,200</u> USD
<i>Alternate #1 – Material Bond</i>	<u>+\$20,800</u> USD
<i>Alternate #2 – Future Equipment</i>	<u>+\$542,800</u> USD

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the excluded items in Section 4 of this quotation for a list of items to be furnished by others.

A. OPTIONS: An order for items quoted as an extra cost option, if any, will be accepted only when included with the basic equipment order.

B. FREIGHT: Pricing is FOB shipping point with standard freight allowed to the job site. Our price does not include any costs for unloading, transporting on the site, phased shipments or storage.

C. QUOTATION VALIDITY: This quotation is valid for a period of (150) days from the date of this proposal unless extended in writing by Evoqua. Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein after that time.

Due to extreme volatility in stainless steel costs, Evoqua Water Technologies reserves the right to adjust prices quoted in this proposal during execution of the contract. Price adjustments due to increase in stainless steel costs will be based on changes in the North American Stainless Surcharge during the month each piece of equipment is released to manufacturing. (www.northamericanstainless.com)

The prices quoted in this proposal are based on the following stainless-steel weight and Alloy Surcharge for long angle:

Weight (lbs.)	Material	Surcharge	Month Year
84,000 (3 clarifiers)	304L	\$0.79	November 2024

Example Calculation:

28,000 lbs. of 304L SS

304L Surcharge at bid = \$0.79

304L Surcharge at release to manufacturing = \$0.99

Escalation charge = $(\$0.20 \times 100,000) = \$5,600$

This calculation will be made for each fabrication release.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions.

D. FIELD SERVICES: Evoqua's pricing includes the services of a factory field service technician for checking the installed equipment and instruction of Owner's personnel.

Category	Trips	Days on Site
Mechanical – Base Scope	7	13
Mechanical – Alternate #2	2	4

E. SERVICE MANUALS: Our pricing includes an electronic version of the operation and maintenance (O&M) manual as an Adobe PDF file format only. If requested, Evoqua will supply hard copies of the service manual at the customer's expense. Drawings will be supplied in an unchangeable PDF file format only. The rights to the content of Evoqua O&M manuals and drawings belong solely to Evoqua and Evoqua reserves the right to make changes to content at any time.

F. PAYMENT AND PRICE TERMS: The terms of payment are net 30 in accordance with the following milestones:

- 10% on order;
- 10% on drawing submittal delivery;
- 75% on shipment of equipment, or offer to ship;
- 5% on startup of equipment or 120 days from final delivery, whichever occurs first.

G. CANCELLATION POLICY: If Evoqua is issued an order and the Buyer cancels or suspends its order for any reason other than Evoqua's breach, the Buyer shall promptly pay Evoqua for work performed

prior to cancellation or suspension and any other costs incurred by Evoqua as a result of such cancellation or suspension. At a minimum, cancellation after executed contract will result in a cancellation fee of 10% of the total order value.

Evoqua's prices are exclusive of any taxes. If this project is not subject to sales or use tax, please issue a Tax-Exempt Certificate with any ensuing purchase order (P.O.). If applicable, please provide a copy of payment bond information with the P.O. With no exemption or if this project is subject to sales or use tax, the Purchaser will be invoiced for taxes at the then-current rate of sales, use or other tax for the jobsite location.

2. DRAWING AND SHIPPING INFORMATION

Evoqua will furnish shop drawing submittals and equipment per the following project schedule:

- Submittal Drawings: Within 15 to 17 weeks from the date of final agreement by both parties.
- Submittal Drawing Reviews/Approvals: Within 4 weeks from Evoqua's delivery of Submittal Drawings.
- Shipment of Equipment: Within 26 to 28 weeks after approval of Submittal Drawings for the first clarifier. Each additional clarifier will take 4 additional weeks.

Evoqua has provided typical standard times and shipment dates. Actual times will be provided upon receipt of a Purchase Order based upon current backlog. Evoqua will work closely with the General Contractor and/or Engineer to provide delivery dates to meet the overall project schedule as possible.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, Evoqua shall be entitled to a reasonable extension of the *Shipment of Equipment* times and/or a reasonable increase in the contract price to cover costs incurred because of Submittal Drawing Review/Approval delays unless the delay is the fault of Evoqua.

3. EQUIPMENT SCOPE

The following equipment and services are included in Evoqua's scope of work:

SECTION 11330 – SECONDARY CLARIFIER EQUIPMENT

EQUIPMENT

Evoqua proposes to furnish (3) Envirex® Type H center siphon-feed Tow-Bro® clarifier mechanisms with submerged sludge manifold, for installation in new concrete basins, 80' diameter x 14' SWD. The basin floor will pitch to the center at a constant slope of 1/16 on 12.

Equipment for each mechanism will consist of the following:

- 3' wide pony truss type access bridge with 1.5" aluminum bar grating walkway, toe plate and center service platform with 0.25" aluminum plate, 2-rail mechanical handrail, toe plate
- Drive mechanism with micro-switch overload device and shear pin
- 24" Center column
- Center drive cage
- 19.75' DIA x 7' SWD Influent flocculation well with supports
- FEDWA influent energy dissipating baffles
- Sludge collection manifold
- (1) unitube sludge collection header

- Tie bar header supports
- (1) skimmer support truss arm and A-frame supports
- (1) skimmer assembly
- 6' wide scum trough with submerged shelf extension and flushing device
- Anti-rotational scum baffle supported from the bridge
- Counterweights
- (1) 8-inch drain plug
- Associated anchor bolts and attachment bolts
- Effluent weirs and scum baffles
- Torque test
- Local control panel
- PE stamp

CONTROLS

Electrical controls consist of the (2) micro-switches (one N.O. and one N.C.) in the drive mechanism over-load device housing for high torque alarm and motor shut-down.

The Clarifier control panels will contain control as required for operation of the clarifier. The panel will be UL listed.

(1) NEMA 4X SS enclosure per clarifier mechanism will contain:

- Main circuit breaker w/operating handle
- Motor starter w/OL
- CPT with both primary and secondary fuse protection
- Alarm Beacon
- ON/OFF Selector Switch
- Alarm Reset pushbutton
- Pilot lights
- Relays

The panel will contain terminal blocks for connection of all external monitoring signals (Dry Contact). It will be suitable for wall mounting and will be approximately 24" H x 24" W x 8" D.

Main power for the panel is 480 VAC, 3 phase, 60 Hz.

EXTRA COST MATERIAL

The following items are quoted as an extra. They are not included in the base equipment price. Any order for these items will be accepted only when included with the basic equipment order.

- (1) additional identical clarifier
- Material bond

EMBEDDED ITEMS

Embedded items included are:

- Center pier anchor bolt template
- Headed anchors for center pier
- Adhesive anchors for sludge manifold seal ring and bridge
- Adhesive anchors for scum trough supports

WEIRS AND BAFFLES

304 stainless steel effluent weirs and baffles are included. The effluent weirs will be 9" tall and ¼" thick. The scum baffles will be 12" tall and ¼" thick.

SPARE PARTS

No spare parts are included.

No special tools are required for the installation or maintenance of this equipment.

ERECTION INFORMATION

Equipment for each mechanism will be shipped as follows:

Bridge.....	(1) section
Center column	(1) section
Center cage.....	(1) section
Influent well	(8) sections
Truss arm	(1) section
Unitube sludge Header	(2) sections

Minimal field welding will be required.

Skimmer blades, squeegees, tie bars and baffle plates will be shipped loose for field assembly.

The handrail will be shipped in sections for field assembly.

The bridge will be approximately 45' long and will weigh approximately 4,000 lbs.

The total weight of the header will be approximately 1,700 lbs.

The completely assembled drive will weigh approximately 1,800 lbs.

Because of the size and nature of this equipment, it will not be shipped completely boxed, crated or otherwise packaged.

SURFACE PROTECTION

Evoqua's price is based on the following surface protection, unless stated otherwise in this Quotation.

Submerged and non-submerged components will be fabricated from Type 304L stainless steel and brush passivated per ASTM-A380.

Ferrous chain: (1) coat of slush oil.

Shafting and exposed machined surfaces: Solvent wiping, followed by (1) coat of Evoqua's standard shop preservative.

Wood, nonferrous materials, stainless steel and galvanized surfaces: Unpainted.

Drive unit and controls: Manufacturer's standard.

Touch-up and all additional coats shall be furnished and applied by others at the site.

4. EXCLUDED ITEMS

The price from Evoqua includes only those items listed in this Quotation. The items listed below are excluded:

- Controls exclusions: Junction boxes, motor disconnect switches, motor control centers, field wiring, conduit, sunshield not required.
- Density current baffles.
- Effluent launder covers.
- Algae control brushes, spray system, spray header.
- Access stairs, access walkways, associated handrail, grating and structural calculations.
- Handrail on the periphery of the concrete tank.
- Scum pumps and RAS pumps.
- Isolation for dissimilar metals.
- Payment bond.
- Piping, valves, wall sleeves, gates, drains, pressure relief valves.
- Concrete, grout, mastic, sealing compounds, shims.
- Lubricants, grease piping, grease gun.
- Machinery or bearing supports, shims.
- Detail shop fabrication drawings.
- Tools or spare parts.
- Equipment offloading and installation of any kind.
- Modifications to existing equipment or structures.
- Supervisory services; laboratory, or shop testing.
- Underwriters Laboratory inspection of electrical controls.

5. CLARIFICATIONS/EXCEPTIONS

The equipment specified herein shall conform to the specification sections referenced in Section 1 of Evoqua's Quotation to the extent they are technically applicable to Evoqua's scope of supply as described in this Quotation and subject to the following clarifications:

Article, Section	Clarifications/Proposed Modifications
General	Evoqua reserves the right to negotiate mutually acceptable terms with Garney should we be awarded the order. Evoqua will fill out the bid form documents during terms negotiation.
11330	Evoqua is proposing the Tow-Bro unitube suction clarifier, which meets the intent of the specification but will be Evoqua's standard design. All references to spiral scraper components are excluded. Please see the drawings in Section 6 for reference. The drawings represent Evoqua's standard Tow-Bro and may have minor design differences compared to the project-specific Submittal drawings.

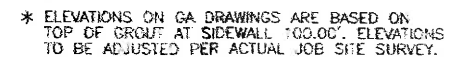
11330, 1.01.F.1	Unitube suction clarifiers typically feature a 1/16 on 12 floor slope which reduces the required cone depth. Since these are new tanks, this will reduce the associated excavation costs.
11330, 1.02.H.6.g	Evoqua will provide 316SS hardware.
11330, 1.05.B	Evoqua will warrant the equipment for (30) months from delivery or (24) months from initial operation. The final project acceptance will be an unknown period after the clarifiers' initial operation.
11330, 2.01.C	The pier, cage and truss will be designed for 150% of the AGMA torque. Designing for a maximum allowable combined stress in any member is excluded, since the 150% AGMA torque will dictate the design.
11330, 2.01.E.2	All welding will have a minimum of 1/8" fillets.
11330, 2.02.A	Evoqua will provide its H40A-LT drive which meets the intent of the drive section but has minor design and material differences. The microswitches will alarm at 100%, motor shutoff at 120% and shear pin set at 140%.
11330, 2.02.C.2	Standard pier flanges are 3/4" thick. The structural design will be verified by a PE as required by spec.
11330, 2.02.C.4-7, 2.02.E-F, 2.02.H	All references to rotating scum trough, influent well skimming, and associated components are excluded. Evoqua will provide (1) conventional skimmer arm, a stationary 6' wide scum trough and anti-rotational scum baffle (ARSB) supported from the bridge. The ARSB will help push scum to the scum trough at the periphery of the tank.
11330, 2.02.D	Evoqua will provide its standard cage which is 3'-10.5".
11330, 2.02.I	Evoqua will provide a 3' wide pony truss bridge, designed for L/360 deflection and 60 lb./sf live load. The pony truss bridge is more efficient based on weight given the tank diameter and is a more robust design to meet deflection criteria.
11330, 2.02.J.2-4	The spray header and spray assembly are excluded to be provided by Garney. Evoqua will need the weight of the spray system to include in the structural calculations for the bridge design.
11330, 2.02.K-L	Evoqua will supply its nominal 20' DIA influent well (actual is 19.75' DIA) with FEDWA, Evoqua's proprietary EDI. Evoqua will include hydraulic calculations verifying the FEDWA design in the submittal.
11330, 2.02.M	Evoqua recommends inboard launders instead of the specified outboard launders. Though outboard launders have more lineal weir length, outboard launders are more susceptible to solids in the effluent. If outboard launders are required, Evoqua recommends density current baffles (by others, typically FRP) to help keep solids away from the weirs.

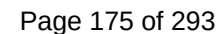
Evoqua's standard terms and conditions, including without limitation Evoqua's warranty obligations in Article 7 govern the purchase and sale of equipment, products, and related services, referred to in Evoqua's proposal. Evoqua's offer or acceptance is expressly conditioned on Buyer's

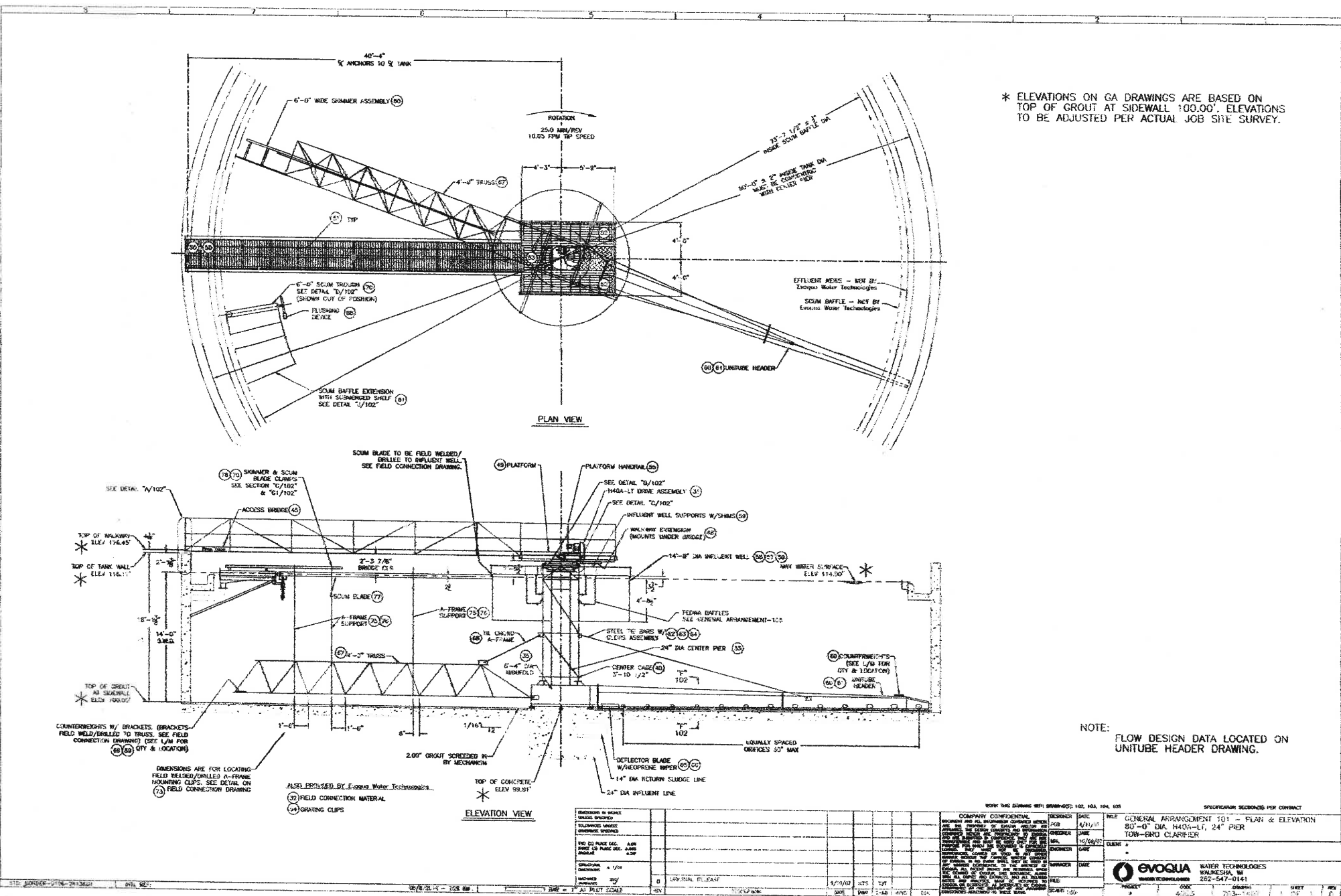
assent to these terms. Evoqua rejects all additional or different terms in any of Buyer's forms or documents.

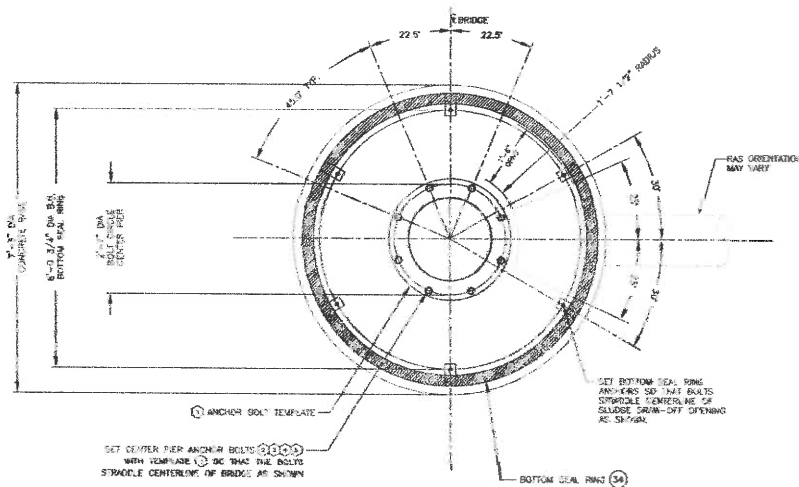
The Influent and Effluent criteria listed in the Bid Documents was used as the basis of design for equipment selection. Evoqua makes no express or implied performance warranty by offering equipment under this specification, unless specifically included in Evoqua's proposal. System performance may be impacted by factors outside of Evoqua's control. These factors may include but are not limited to site conditions including variation in flows and loadings, operator inputs, temperature, pH, toxic or inhibitory substances, and failure or limitations of other unit processes.

6. STANDARD DRAWINGS – FOR REFERENCE ONLY. NOT FOR CONSTRUCTION.

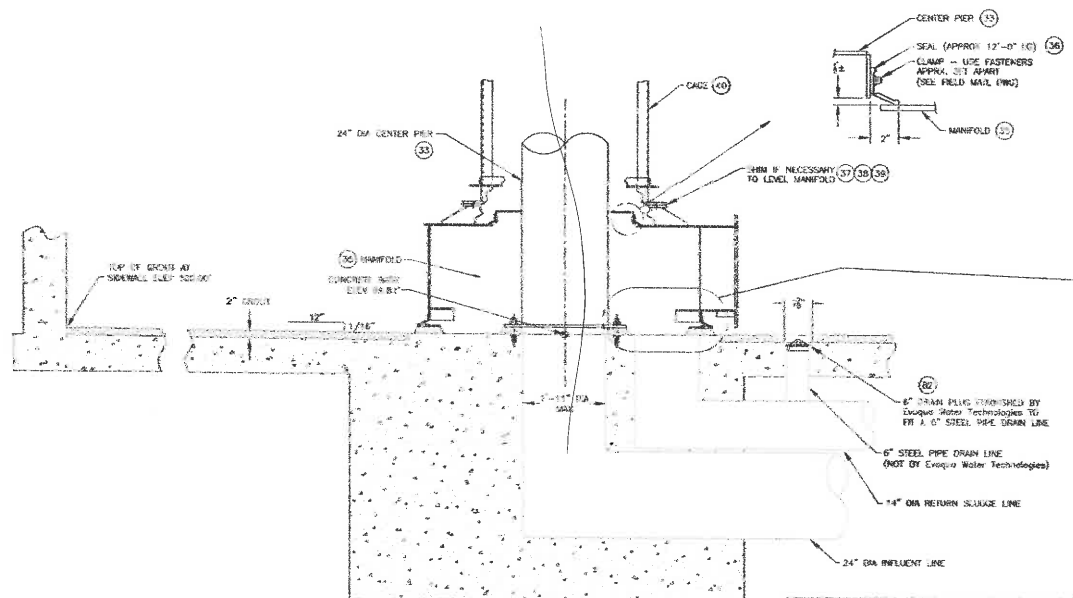
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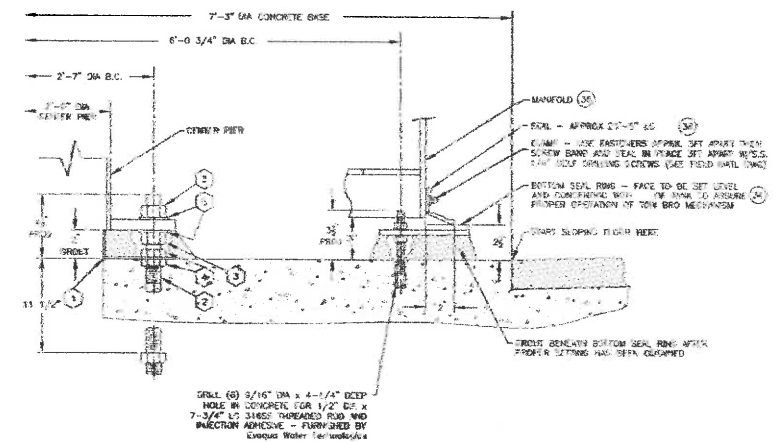




ANCHOR BOLT PLAN



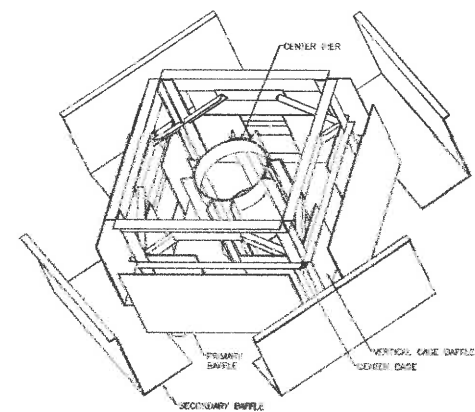
CENTER PIER BASE DETAIL



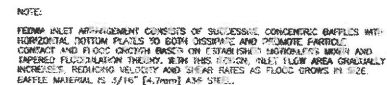
NOTE: THIS DRAWING WAS REVISED BY: 101, 102, 104, 105

REVISIONS REQUIRED FOR CORRECTION

REVISION	DATE	BY	CHKD	APP'D	DESCRIPTION
1	10/1/00	WATER	WATER	WATER	GENERAL ARRANGEMENT 100 - CENTER PIER DETAILS
2	10/1/00	WATER	WATER	WATER	100-00 DIA. HUB-A-LI, 24" PER 100-000 CLIPPER
3	10/1/00	WATER	WATER	WATER	
4	10/1/00	WATER	WATER	WATER	
5	10/1/00	WATER	WATER	WATER	
6	10/1/00	WATER	WATER	WATER	
7	10/1/00	WATER	WATER	WATER	
8	10/1/00	WATER	WATER	WATER	
9	10/1/00	WATER	WATER	WATER	
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99	10/1/00	WATER	WATER	WATER	
100	10/1/00	WATER	WATER	WATER	



"FEDWA" ISOMETRIC VIEW



1. GENERAL INFORMATION 1.1 PROJECT NAME: WATER TREATMENT PLANT 1.2 PROJECT LOCATION: WATER TREATMENT PLANT 1.3 PROJECT TYPE: WATER TREATMENT PLANT 1.4 PROJECT OWNER: WATER TREATMENT PLANT 1.5 PROJECT MANAGER: WATER TREATMENT PLANT 1.6 PROJECT CONTACT: WATER TREATMENT PLANT 1.7 PROJECT PHONE: WATER TREATMENT PLANT 1.8 PROJECT FAX: WATER TREATMENT PLANT 1.9 PROJECT EMAIL: WATER TREATMENT PLANT 1.10 PROJECT WEBSITE: WATER TREATMENT PLANT 1.11 PROJECT ADDRESS: WATER TREATMENT PLANT 1.12 PROJECT CITY: WATER TREATMENT PLANT 1.13 PROJECT STATE: WATER TREATMENT PLANT 1.14 PROJECT ZIP: WATER TREATMENT PLANT 1.15 PROJECT COUNTRY: WATER TREATMENT PLANT 1.16 PROJECT REGION: WATER TREATMENT PLANT 1.17 PROJECT TIMEZONE: WATER TREATMENT PLANT 1.18 PROJECT CURRENCY: WATER TREATMENT PLANT 1.19 PROJECT LANGUAGE: WATER TREATMENT PLANT 1.20 PROJECT UNIT: WATER TREATMENT PLANT 1.21 PROJECT DATE: WATER TREATMENT PLANT 1.22 PROJECT VERSION: WATER TREATMENT PLANT 1.23 PROJECT STATUS: WATER TREATMENT PLANT 1.24 PROJECT PHASE: WATER TREATMENT PLANT 1.25 PROJECT SUBPHASE: WATER TREATMENT PLANT 1.26 PROJECT TASK: WATER TREATMENT PLANT 1.27 PROJECT SUBTASK: WATER TREATMENT PLANT 1.28 PROJECT ACTIVITY: WATER TREATMENT PLANT 1.29 PROJECT SUBACTIVITY: WATER TREATMENT PLANT 1.30 PROJECT TASK ID: WATER TREATMENT PLANT 1.31 PROJECT SUBTASK ID: WATER TREATMENT PLANT 1.32 PROJECT ACTIVITY ID: WATER TREATMENT PLANT 1.33 PROJECT SUBACTIVITY ID: WATER TREATMENT PLANT 1.34 PROJECT TASK NAME: WATER TREATMENT PLANT 1.35 PROJECT SUBTASK NAME: WATER TREATMENT PLANT 1.36 PROJECT ACTIVITY NAME: WATER TREATMENT PLANT 1.37 PROJECT SUBACTIVITY NAME: WATER TREATMENT PLANT 1.38 PROJECT TASK DESCRIPTION: WATER TREATMENT PLANT 1.39 PROJECT SUBTASK DESCRIPTION: WATER TREATMENT PLANT 1.40 PROJECT ACTIVITY DESCRIPTION: WATER TREATMENT PLANT 1.41 PROJECT SUBACTIVITY DESCRIPTION: WATER TREATMENT PLANT 1.42 PROJECT TASK OBJECTIVE: WATER TREATMENT PLANT 1.43 PROJECT SUBTASK OBJECTIVE: WATER TREATMENT PLANT 1.44 PROJECT ACTIVITY OBJECTIVE: WATER TREATMENT PLANT 1.45 PROJECT SUBACTIVITY OBJECTIVE: WATER TREATMENT PLANT 1.46 PROJECT TASK DELIVERABLE: WATER TREATMENT PLANT 1.47 PROJECT SUBTASK DELIVERABLE: WATER TREATMENT PLANT 1.48 PROJECT ACTIVITY DELIVERABLE: WATER TREATMENT PLANT 1.49 PROJECT SUBACTIVITY DELIVERABLE: WATER TREATMENT PLANT 1.50 PROJECT TASK OUTPUT: WATER TREATMENT PLANT 1.51 PROJECT SUBTASK OUTPUT: WATER TREATMENT PLANT 1.52 PROJECT ACTIVITY OUTPUT: WATER TREATMENT PLANT 1.53 PROJECT SUBACTIVITY OUTPUT: WATER TREATMENT PLANT 1.54 PROJECT TASK INPUT: WATER TREATMENT PLANT 1.55 PROJECT SUBTASK INPUT: WATER TREATMENT PLANT 1.56 PROJECT ACTIVITY INPUT: WATER TREATMENT PLANT 1.57 PROJECT SUBACTIVITY INPUT: WATER TREATMENT PLANT 1.58 PROJECT TASK RESOURCE: WATER TREATMENT PLANT 1.59 PROJECT SUBTASK RESOURCE: WATER TREATMENT PLANT 1.60 PROJECT ACTIVITY RESOURCE: WATER TREATMENT PLANT 1.61 PROJECT SUBACTIVITY RESOURCE: WATER TREATMENT PLANT 1.62 PROJECT TASK ESTIMATE: WATER TREATMENT PLANT 1.63 PROJECT SUBTASK ESTIMATE: WATER TREATMENT PLANT 1.64 PROJECT ACTIVITY ESTIMATE: WATER TREATMENT PLANT 1.65 PROJECT SUBACTIVITY ESTIMATE: WATER TREATMENT PLANT 1.66 PROJECT TASK BUDGET: WATER TREATMENT PLANT 1.67 PROJECT SUBTASK BUDGET: WATER TREATMENT PLANT 1.68 PROJECT ACTIVITY BUDGET: WATER TREATMENT PLANT 1.69 PROJECT SUBACTIVITY BUDGET: WATER TREATMENT PLANT 1.70 PROJECT TASK RISK: WATER TREATMENT PLANT 1.71 PROJECT SUBTASK RISK: WATER TREATMENT PLANT 1.72 PROJECT ACTIVITY RISK: WATER TREATMENT PLANT 1.73 PROJECT SUBACTIVITY RISK: WATER TREATMENT PLANT 1.74 PROJECT TASK IMPACT: WATER TREATMENT PLANT 1.75 PROJECT SUBTASK IMPACT: WATER TREATMENT PLANT 1.76 PROJECT ACTIVITY IMPACT: WATER TREATMENT PLANT 1.77 PROJECT SUBACTIVITY IMPACT: WATER TREATMENT PLANT 1.78 PROJECT TASK BENEFIT: WATER TREATMENT PLANT 1.79 PROJECT SUBTASK BENEFIT: WATER TREATMENT PLANT 1.80 PROJECT ACTIVITY BENEFIT: WATER TREATMENT PLANT 1.81 PROJECT SUBACTIVITY BENEFIT: WATER TREATMENT PLANT 1.82 PROJECT TASK 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2.02 PROJECT TASK RISK FACTOR: WATER TREATMENT PLANT 2.03 PROJECT SUBTASK RISK FACTOR: WATER TREATMENT PLANT 2.04 PROJECT ACTIVITY RISK FACTOR: WATER TREATMENT PLANT 2.05 PROJECT SUBACTIVITY RISK FACTOR: WATER TREATMENT PLANT 2.06 PROJECT TASK IMPACT FACTOR: WATER TREATMENT PLANT 2.07 PROJECT SUBTASK IMPACT FACTOR: WATER TREATMENT PLANT 2.08 PROJECT ACTIVITY IMPACT FACTOR: WATER TREATMENT PLANT 2.09 PROJECT SUBACTIVITY IMPACT FACTOR: WATER TREATMENT PLANT 2.10 PROJECT TASK BENEFIT FACTOR: WATER TREATMENT PLANT 2.11 PROJECT SUBTASK BENEFIT FACTOR: WATER TREATMENT PLANT 2.12 PROJECT ACTIVITY BENEFIT FACTOR: WATER TREATMENT PLANT 2.13 PROJECT SUBACTIVITY BENEFIT FACTOR: WATER TREATMENT PLANT 2.14 PROJECT TASK COST FACTOR: WATER TREATMENT PLANT 2.15 PROJECT SUBTASK COST FACTOR: WATER TREATMENT PLANT 2.16 PROJECT ACTIVITY COST FACTOR: WATER TREATMENT PLANT 2.17 PROJECT SUBACTIVITY COST FACTOR: WATER TREATMENT PLANT 2.18 PROJECT TASK REVENUE FACTOR: WATER TREATMENT PLANT 2.19 PROJECT SUBTASK REVENUE FACTOR: WATER TREATMENT PLANT 2.20 PROJECT ACTIVITY REVENUE FACTOR: WATER TREATMENT PLANT 2.21 PROJECT SUBACTIVITY REVENUE FACTOR: WATER TREATMENT PLANT 2.22 PROJECT TASK PROFIT FACTOR: WATER TREATMENT PLANT 2.23 PROJECT SUBTASK PROFIT FACTOR: WATER TREATMENT PLANT 2.24 PROJECT ACTIVITY PROFIT FACTOR: WATER TREATMENT PLANT 2.25 PROJECT SUBACTIVITY PROFIT FACTOR: WATER TREATMENT PLANT 2.26 PROJECT TASK LOSS FACTOR: WATER TREATMENT PLANT 2.27 PROJECT SUBTASK LOSS FACTOR: WATER TREATMENT PLANT 2.28 PROJECT ACTIVITY LOSS FACTOR: WATER TREATMENT PLANT 2.29 PROJECT SUBACTIVITY LOSS FACTOR: WATER TREATMENT PLANT 2.30 PROJECT TASK RETURN FACTOR: WATER TREATMENT PLANT 2.31 PROJECT SUBTASK RETURN FACTOR: WATER TREATMENT PLANT 2.32 PROJECT ACTIVITY RETURN FACTOR: WATER TREATMENT PLANT 2.33 PROJECT SUBACTIVITY RETURN FACTOR: WATER TREATMENT PLANT 2.34 PROJECT TASK RISK FACTOR: WATER TREATMENT PLANT 2.35 PROJECT SUBTASK RISK FACTOR: WATER TREATMENT PLANT 2.36 PROJECT ACTIVITY RISK FACTOR: WATER TREATMENT PLANT 2.37 PROJECT SUBACTIVITY RISK FACTOR: WATER TREATMENT PLANT 2.38 PROJECT TASK IMPACT FACTOR: WATER TREATMENT PLANT 2.39 PROJECT SUBTASK IMPACT FACTOR: WATER TREATMENT PLANT 2.40 PROJECT ACTIVITY IMPACT FACTOR: WATER TREATMENT PLANT 2.41 PROJECT SUBACTIVITY IMPACT FACTOR: WATER TREATMENT PLANT 2.42 PROJECT TASK BENEFIT FACTOR: WATER TREATMENT PLANT 2.43 PROJECT SUBTASK BENEFIT FACTOR: WATER TREATMENT PLANT 2.44 PROJECT ACTIVITY BENEFIT FACTOR: WATER TREATMENT PLANT 2.45 PROJECT SUBACTIVITY BENEFIT FACTOR: WATER TREATMENT PLANT 2.46 PROJECT TASK COST FACTOR: WATER TREATMENT PLANT 	
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7. ADDITIONAL FIELD SERVICES

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua's price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,600 USD per eight (8) hour day plus expenses, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,400 USD per eight (8) hour day plus expenses, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.
- E. Rescheduling or cancellation of a field service trip once booked will incur the greater of either a \$1,700 USD cancellation or re-scheduling charge, or actual costs.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

QUOTATION SUBMITTED BY EVOQUA WATER TECHNOLOGIES LLC

Signature below indicates acceptance of this quotation including the Standard Terms of Sale attached hereto and will act as the purchase order document between Evoqua Water Technologies LLC, the Seller, and the Buyer. The Standard terms of Sale shall form the complete and only set of terms for this order.

Accepted by Buyer:_____
Company_____
Printed Name_____
Title_____
Signature_____
Date_____
Billing Address_____
Shipping Address**Acknowledged by Seller:**_____
Evoqua Water Technologies LLC_____
Company_____
Printed Name_____
Title_____
Signature_____
Date_____
Evoqua Water Technologies LLC
N19 W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188_____
Address

Please submit the signed proposal to TWEL@evoqua.com along with the Billing Address, Shipping Address, Tax-Exempt Certificate, and a Copy of Payment. It is clarified that the purchase order price does not include sales tax and that sales tax is to be added to the sale price unless the Seller receives a Tax-Exempt Certificate or Resale Certificate.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCOTERMS 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) (30) months from delivery of the Work, or (ii) (24) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Evoqua Water Technologies - Standard Terms of Sale for Scientific or Technical Services, rev. 7.2022

				BP-01 11336 Mechanical Drum Screens					Analyzed by: Tom Manning	
PROJECT: WILDWOOD WRF BNR IMPROVEMENTS				GARNEY IN BID		Parkson	Saveco			
						MTS	Hayward			
						Bob Bierhorst	Lance Clark			
						813-760-5508	229-224-7453			
SEC	DESCRIPTION	QTY	UM							
	Bid Documentation									
	Bid Form	1	ls		Yes	No				
	COI	1	ls		Yes	No				
	Licenses	1	ls		N/A	N/A				
	Non-Collusion Affidavit	1	ls		Yes	No				
	Trench Safety Act	1	ls		N/A	N/A				
	Drug Free Workplace Certificate	1	ls		Yes	No				
	New Vendor Registration Form	1	ls		Yes	No				
	Acknowledged Addendums	1	ls		Yes	No				
	AIS Compliant	1	ls		Yes	No				
	Material Bond Amount Provided	1	ls		See Attached	No				
	Equipment Scope									
	Self Cleaning Drum Screens	2	ea		765,456	893,800				
	Lubricants	1	ls		Yes	1,500				
	External Washdown System	2	ea		Yes	Yes				
	Compactor Chute	2	ea		Yes	Yes				
	Limit switches	1	ls		Yes	Yes				
	Instruments	1	ls		Yes	Yes				
	Control Panels	2	ea		Yes	Yes				
	Spart Parts	1	ls		Yes	Yes				
	Startup	1	ls		Yes	Yes				
	Site Visits	2	days		Yes	Yes				
	2 year warranty	1	ls		Yes	No				
	SUBTOTAL				765,456	895,300	-	-		
TOTAL				-	765,456	895,300	-	-		



562 Bunker Court
Vernon Hills IL 60061-1831
Phone 847.816.3700
Fax 847.816.3707

Page 1

November 13, 2024

Garney Construction

Ref: Wildwood, FL WRF Improvements
Equipment Package 11336-Mechanical Drum Screens

Parkson Corporation is pleased to provide a proposal for our Rotoshear® EZ Care rotary drum wedgewire fine screens model HRS60120EZT and Aqua Wash Press screenings washer compactor units model AWP8-3 per the bid package. The bid technical specification and design layout are based on Parkson equipment. Parkson will not require any changes or modifications to the layout as shown on the attached Drawing M1.

The completed bid form is enclosed, along with a proposal which fully describes our offering.

As a VE proposition, Parkson can offer a significant savings on the controls by going with our standard control panel as budgeted.

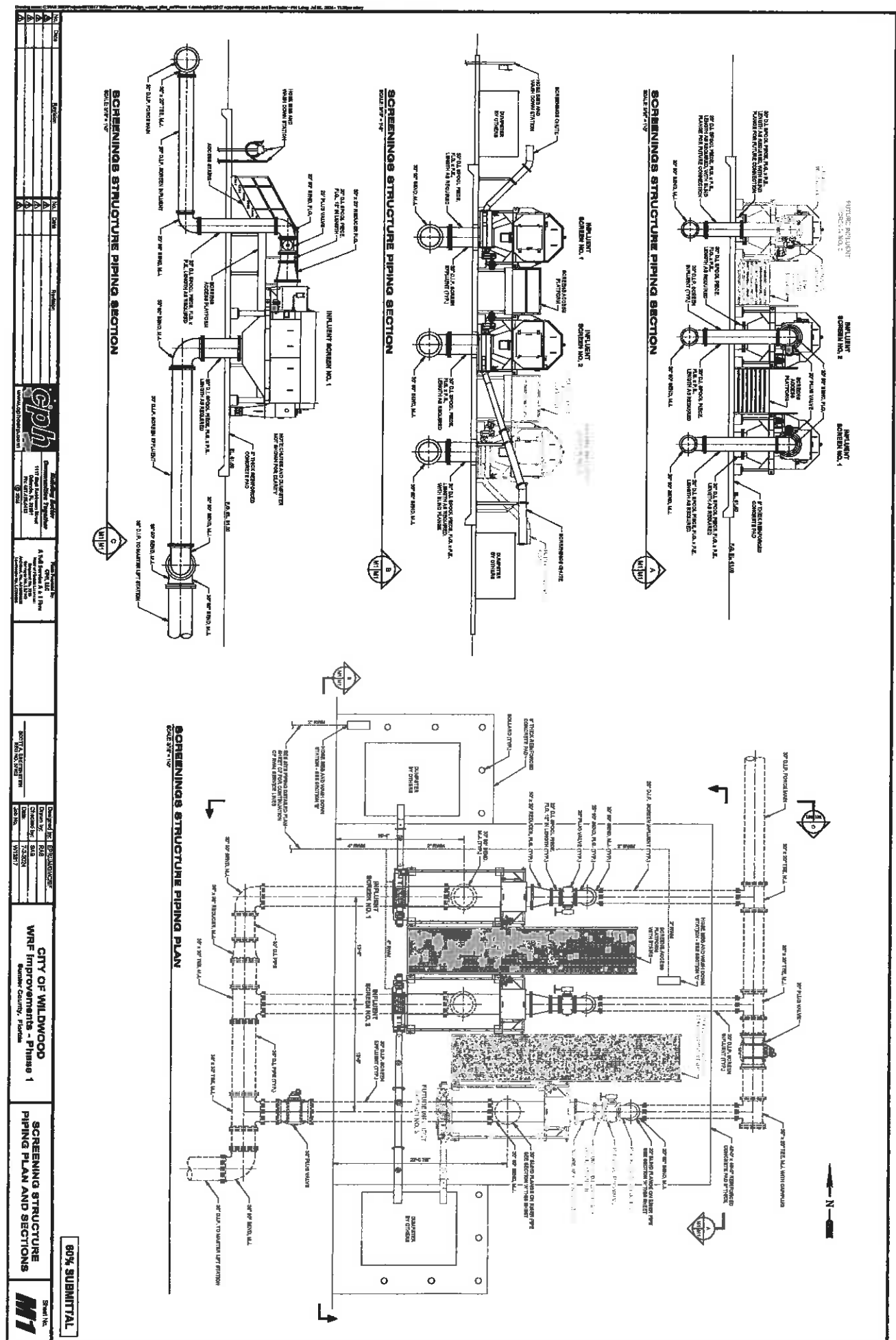
Thank you for your consideration of Parkson screening equipment. We look forward to continuing our work with the City of Wildwood. If you have any questions or need any additional information, please contact our local representative, Mr. Bob Bierhorst of MTS Environmental at 813/760-5508, or me.

Sincerely,

Joseph G. Nagel
Municipal Sales
847/837-4952

Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Sao Paulo ♦ Dubai

www.parkson.com
technology@parkson.com



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Bid Form Documents

BID FORM

Project: City of Wildwood –WRF Improvements

Bid Package: 11336 Mechanical Drum Screens

Bidder Information:

Company: PARKSON CORPORATION

Contact Name: ANDREW SINGER Title: CONTRACTS MANAGER

Address: 1401 WEST CYPRESS CREEK ROAD, SUITE 100
FT. LAUDERDALE, FL 33309

Email: asinger@parkson.com

Phone Number: 954-974-6610 Fax: _____

Bid Proposal Documentation Checklist:

☒ Bid Form	☐ Trench Safety Act
☒ Certificate of Insurance	☒ Drug Free Workplace Certification
☐ Licenses (as applicable)	☒ New Vendor Registration Form
☒ Non-Collusion Affidavit	

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement in conformance with Garney attachment P and Standard Garney Purchase Order Conditions included in the Bid Documents.
2. Bidder **does not** accepts all of the terms and conditions of the Bid Documents. **SEE ATTACHED 'EXCEPTION/CLARIFICATIONS/MODIFICATIONS' SHEET**
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 10/31/24 No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
5. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and fifty (150) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order Agreement.
6. The total base bid includes all material, start-up, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
7. Prices shall include payment bond. **BID ALTERNATE 1**

**Exceptions/Clarifications/Modifications to
City of Wildwood – WRF Improvements Phase 1
Equipment Supplier Bid Package**

Trench Safety Act

Not applicable to an Equipment Supplier

Wildwood CMAR Agreement

Bidder is not in privity of contract with the Owner. Bidder agrees to be bound to the technical and general portions of the documents that form a part of the Prime Contract only to the extent that they are applicable to the supply and delivery of the material, equipment and workmanship under this purchase order.

Garney Purchase Order Conditions

Garney Attachment P – Special Terms and Conditions

Attachment B – Purchase Order Insurance

Bidder will negotiate a mutually agreeable contract with Garney Construction as has been done on previous orders.

Wildwood RFQ

Scope of Work

1. Payment terms shall be negotiated
2. Liquidated damages shall only be applied against Vendor: (a) if Vendor misses the equipment delivery deadline set forth this Purchase Order; (b) only if the Project Owner actually assesses such liquidated damages against PC, and (c) Vendor shall only be assessed such liquidated damages in a proportionate amount to the extent that Vendor was the negligent cause of the project delay. Damages shall be capped at 10% of the Purchase Order value.

Equipment Package 11336 Mechanical Drum Screens

1. Parkson Corporation's bid is subject to the CITY OF WILDWOOD WRF IMPROVEMENTS – PHASE 1 Equipment Supplier Bid Package Prepared by Garney Construction (CMAR) & Issued: 10/7/24.
2. Project schedule shall be mutually agreed upon



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER PACKAGE BASE BID FORM

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336	Mechanical Drum Screens	<u>Parkson</u> Huber	2	EA		\$765,456
11310	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	3	EA	N/A	N/A
11330	Clarifiers	Ovivo	3	EA	N/A	N/A

Total Price for Equipment Package

Total Bid (Written Out in Words)

Seven hundred sixty-five thousand, four hundred fifty-six dollars



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER BID ALTERNATE 1 - SUPPLY MATERIAL BOND ON BASE BID

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Equipment Price	Material Bond Price
11336-A1	Mechanical Drum Screens	Parkson Huber	1	LS		\$23,000
11310-A1	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	LS	N/A	N/A
11330-A1	Clarifiers	Ovivo	1	LS	N/A	N/A

EQUIPMENT SUPPLIER BID ALTERNATE 2 - FUTURE EQUIPMENT - PRICE TO BE HELD UNTIL NOVEMBER 1, 2026

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336-A2	Mechanical Drum Screens	Parkson Huber	1	EA		\$419,966
11310-A2	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	2	EA	N/A	N/A
11330-A2	Clarifiers	Ovivo	1	EA	N/A	N/A



CITY OF WILDWOOD – WRF IMPROVEMENTS

NOT APPLICABLE



PIPE AND FITTINGS PACKAGE BASE BID FORM

Qty	Unit	Size	Description	Lining	Coating	Unit Price	Total Price
24" MASTER LIFT STATION TO EQ BASIN							
380	LF	24"	DIP 24" PUSH JOINT PIPE	P401	BURIED		
5	EA	24"	C153 DIP 24" MJ 45	P401	BURIED		
1	EA	24"	C153 DIP 24" MJ 90	P401	BURIED		
30" FORCE MAIN							
1206	LF	30"	DIP 30" TR FLEX PIPE	P401	BURIED		
19	EA	30"	C153 DIP 30" MJ 45	P401	BURIED		
2	EA	30"	C153 DIP 30" MJ 22.5	P401	BURIED		
1	EA	30"	C153 DIP 30" MJ TEE	P401	BURIED		
4	EA	30"	C153 DIP 30" MJ 90	P401	BURIED		
36" SCREEN EFFLUENT TO MASTER LIFT STATION							
126	LF	36"	DIP 36" TR FLEX PIPE	P401	BURIED		
2	EA	36"	C153 DIP 36" MJ 90	P401	BURIED		

Total Bid Price:



CITY OF WILDWOOD – WRF IMPROVEMENTS
NOT APPLICABLE



VALVE PACKAGE BASE BID FORM

Qty	Unit	Size	Valve Type	Operator	Connection	Unit Price	Total Price
PLUG VALVES							
3	EA	30"	PLUG VALVE	2" NUT	MU		

Total Bid Price:



VENDOR REGISTRATION FORM

New Vendor ☐

Information Change ☒

Please type or print neatly. Applicant must complete all spaces provided or application will not be processed.

City of Wildwood Vendor ID

(For office use only)

IRS Form W-9, a copy of your Professional Business License (if required by your State) to perform your business and a copy of your company business card must accompany this form upon submittal.

Type of Goods or Services Provided Mechanical Drum Screens

Business Name Parkson Corporation

Business Owner -

Address 1401 West Cypress Creek Rd., Suite 100, Ft. Lauderdale, FL 33309

Remittance Address, if different from address above.

Parkson Corporation

PO BOX 737090

Dallas, Texas 75373-7090

Phone 954-974-6610

E-Mail asinger@parkson.com

Fax -

Contact/Title Andrew Singer, Contracts Manager

Website Address www.parkson.com

To your knowledge:

Does a City of Wildwood officer, director, employee or family thereof have direct or indirect controlling interest in this business? Yes ☐ No ☒ Please explain: _____

Are you or the business listed on the Florida Department of Management Services Convicted Vendor List or Discriminatory Vendor List? Yes ☐ No ☒ Please explain: _____

Are you or the business currently in arbitration with the City of Wildwood?
Yes ☐ No ☒ Please explain: _____

Are you able to provide proof of Workers Compensation and General Liability Insurances?

Yes ☒ (Submit proof of insurances or exemption certificate)

No ☐ Please explain: _____

1099 Information

U.S. Taxpayer Identification Number (TIN)

The TIN provided must match the name on IRS record to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

EIN: 59-1204973

SSN: _____

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person.

Check appropriate Federal tax classification (required):

☐ Individual/Sole Proprietor

☒ C Corporation

☐ S Corporation

☐ Partnership

LLC - Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)

By signing below I agree to comply with all laws of DOL, FLSA and OSHA. The information provided on this form dated Nov 12, 2024 is true and correct.

Signature of Authorized Agent of the Business: _____

Date: 11/12/2024

Print Name: Andrew Singer

Title: Contracts Manager



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)

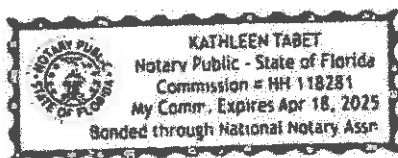
COUNTY OF BROWARD)

ANDREW SINGER, being first duly sworn, deposes and says that:

1. He/She is CONTRACTS MANAGER of PARKSON CORPORATION, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against, Toho Water Authority, or any person interested in the proposed Contract; and
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) [Signature]
ANDREW SINGER(Title) CONTRACTS MANAGERThe foregoing instrument was acknowledged before me this 12th day of NOVEMBER, 2024 byANDREW SINGER, He/she (who is personally known to me)/(who has produced 25 identification and ~~(did)~~/(did not) take an oath.

My Commission Expires:

STATE OF: FLORIDACOUNTY OF: BROWARD

KATHLEEN TABET
NOTARY PUBLIC; (Name)

[Signature]
SIGNATURE



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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

PARKSON CORPORATION


Signature of Bidder

ANDREW SINGER

CONTRACTS MANAGER

Print or Type



CITY OF WILDWOOD – WRF IMPROVEMENTS



TRENCH SAFETY ACT

Florida Statutes Section 553.60 et seq.

NOT APPLICABLE

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards.

Bidder acknowledges that the cost of compliance is included in the applicable items of the Proposal and in the Grand Total Bid Price.

The Bidder is, and Garney and Engineer are not, responsible to review or assess County's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Garney and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Signature of Bidder

(Print or type)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
MARSH USA, LLC.
20 CHURCH STREET, 8TH FLOOR
HARTFORD, CT 06103
Attn: Hartford.certrequest@Marsh.com

CONTACT
NAME
PHONE
(A/C, No, Ext)
FAX
(A/C, No)
E-MAIL
ADDRESS

CN102082151-GAWU-24-25

INSURED
Parkson Corporation
A Division of Lexa International
2 Washington St, Suite 213
Dover, NH 03820

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: N/A	N/A
INSURER C: Liberty Mutual Insurance Company	23043
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

NYC-011983075 G1

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		TB2-631-510818-054	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					
	OTHER					
A	AUTOMOBILE LIABILITY		AS2-631-510818-044	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ ANY AUTO					
	OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
	HIRED AUTOS ONLY					
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WA5-63D-510818-014 (AOS)	07/01/2024	07/01/2025	X PER STATUTE OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N/A	WC5-631-510818-034 (WI)	07/01/2024	07/01/2025	E L EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below		EW2-63N-510818-064 (OH)	07/01/2024	07/01/2025	E L DISEASE - EA EMPLOYER \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Parkson Corporation
A Division of Lexa International
2 Washington St, Suite 213
Dover, NH 03820

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see **Purpose of Form**, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PARKSON CORPORATION

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b (If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.) ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States)

5 Address (number, street, and apt. or suite no.). See instructions.

1401 WEST CYPRESS CREEK ROAD #100

6 City, state, and ZIP code

FORT LAUDERDALE, FL 33309

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

or

Employer identification number

5 9 - 1 2 0 4 9 7 3

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date **MAY 8, 2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Quotation

NUMBER: B03401553

DATE: November 13, 2024

TO: Garney Construction

REF.: Wildwood, FL WRF Improvements
Specification Section 11336-
Mechanically Cleaned Drum
Screen System

Parkson Corporation is pleased to provide this quotation for the following equipment.

ITEM 1 EQUIPMENT

Two (2) Rotoshear® EZ Care internally-fed rotary drum screens model HRS60120DVT

Basis of Design: (Influent Description)

Application:	Raw sewage screening
Peak flow:	10.4 MGD

1.A Equipment Description:

1. Screen cylinder constructed of type 316 stainless steel wedgewire and support structure with .080" slot openings.
2. Base frame fabricated with type 316 stainless steel structural members.
3. Headbox assembly fabricated of 10 gauge type 316 stainless steel, with a 30.00" OD inlet pipe stub with type 316 stainless steel flanged connection.
4. Drain pan with legs fabricated of 12 gauge type 316 stainless steel, with a 36.00" OD bottom outlet pipe stub with type 316 stainless steel flanged connection.
5. Splash guards constructed of 16 gauge type 316 stainless steel.
6. Cover hood to enclose the top of the screen assembly, fabricated of 14 gauge type 316 stainless steel.
7. Discharge end enclosure fabricated of 12 gauge type 316 stainless steel, to direct screenings into the washer compactor inlet chute.
8. Trunnion wheels (4 per unit) made of 8" diameter nylon, fitted with greaseable bearings and mounted on stainless steel shafts.
9. Internal and external spray systems made of type 316 stainless steel with 1-1/2" NPT connections.
10. Stainless body solenoid valves (2 per unit) in a NEMA 7 enclosure for control of the spray wash systems. To be mounted on piping by installing contractor.
11. Cylinder stabilizing assembly mounted at the discharge end of the cylinder, constructed of type 316 stainless steel bracketing and plastimeric guide.
12. Drive assembly consisting of a 2 HP explosion-proof motor (230/460/3/60), gear reducer, plastic drive and driven sprockets, and NH78 plastic drive chain.
13. Safety interlock switching mounted on splash guards, rated NEMA 4X with intrinsically safe barrier.
14. E-stop pushbutton furnished in a NEMA 7 enclosure.
15. Zero speed switch in a NEMA 7 enclosure.
16. Local control station in a NEMA 7 enclosure, including H-O-A switch and E-stop pushbutton.

17. Main control panels furnished in a remotely located NEMA 4X type 316 stainless steel enclosure, each housing controls for a rotary drum screen and washer compactor unit. To include motor starters, control transformer, main disconnect, Micro850 PLC controller, PanelView 800 OIU with 7" display, Ethernet switch, UPS and all other necessary switches, lights, and pushbuttons for a complete operating system.
18. Spare parts per unit consisting of four (4) trunnion wheel assemblies, one (1) trunnion wheel shaft, one (1) drive chain, one (1) drive sprocket, ten (10) spray nozzles, and one (1) supply of lubricants.

Two (2) Aqua Wash Press units model AWP8-3

1.B Equipment Description:

1. The Aqua Wash Press unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings from the new perforated plate screen, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8" and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 316 stainless steel, having 0.12 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 39 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit's drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
 - a. Two (2) 120 volt, single phase, 60 Hz stainless steel body solenoid valves housed in a NEMA 7 enclosure.
 - b. E-stop pushbutton in a NEMA 7 enclosure.
 - c. Local control station in a NEMA 7 enclosure, including H-O-A switch and E-stop pushbutton.
11. Inlet chute of 12 gauge type 316 stainless steel construction, to receive screenings from the screen discharge chute.
12. Discharge piping consisting of 14 gauge type 316 stainless steel, to direct the screenings to a dumpster.
13. Spare parts per unit consisting of one (1) set of wear bars with fasteners and one (1) brush with clips and fasteners.



ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | | |
|----|---------------------|-------------------|
| 1. | Approval drawings: | 2 prints included |
| 2. | Certified drawings: | 2 prints included |
| 3. | IO&M manuals: | 2 included |

2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of four (4) days during two (2) separate trips to the jobsite to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request. To include all equipment described above.

2.C Mechanical Warranty:

Per Section XVI on the Standard Conditions of Sale, with the period to be two (2) years from owner acceptance.

PURCHASE PRICE:

All of the above for \$SEE BID FORM.
F.O.B. jobsite, freight included, taxes excluded.

VALIDITY:

Purchase Price is valid for sixty (60) days from quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

To be negotiated.

Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office.



Shipment Phase: Twenty (20) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at:

Parkson will negotiate the terms and conditions at the time of award.

BUYER/OWNER RESPONSIBILITY:

- Removal of existing equipment.
- Anchor bolts.
- Spray wash water connection and piping.
- Heat tracing or power for heat tracing of spray wash piping.
- Concrete or steel support structure or pads.
- Local disconnects or junction boxes.
- Control panel mounting.
- Control panel spare parts.
- Drain piping.
- Isolation and pressure regulating valves.
- Gate valves, check valves, butterfly valves, ball valves, Y-strainers.
- Portable steam cleaner or pressure washer.
- Screenings dumpster.
- Shop or field painting.
- Influent and effluent connection: Unit is provided with loose flanged connections. Piping should be supported independent of the unit.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valves, interlock switches, E-stops, zero speed switches, motors, local control stations, main control panels); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.
- Piping connections, access platforms, ladders, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.



Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
562 Bunker Court
Vernon Hills, IL 60061

Name: Joseph G. Nagel
Title: Municipal Sales
Date: November 13, 2024

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

Scope of Supply

Project:

City of Wildwood, FL WRF Improvements
Phase 1
Wildwood, Florida

Specification:

Section 11336 – Mechanically Cleaned Drum Screen System

Addenda:

None

Equipment:

SAVI Flo-RotoDrum Internally Fed Rotating Drum Screen
Model RTV1500x4000
FSM Screenings Wash Press Model SPW 200-700

CMAR Contractor:

Garney Construction

Represented By:

Heyward Incorporated
Lance Clark
Phone: 229-224-7453
Email: lclark@heywardfl.com

Regional Sales Manager:

SAVECO North America, Inc.
Mitch Hameister
Phone: 847-204-7406
Email: mitch.hameister@savecowatena.com

Project No.: WEC224342

November 14, 2024



SAVECO North America, Inc.
Formerly Enviro-Care
1570 St. Paul Ave.
Gurnee, IL 60031
P: 815.636.8306 • F: 847.672.7968
www.enviro-care.com • ecsales@enviro-care.com

- Overflow Piping – Overflow will be directed into effluent. Complete with High Level probe to detect overflow condition.
- A base frame with integral drain pan constructed from type 316L stainless steel shall provide a stable mounting surface for the rotating screen drum, trunnion wheels and drive assembly.
- Four (4) solid nylon trunnion wheels, nominal 200 mm diameter, with greaseable, stainless steel bearings shall support the screen cylinder. Grease will be fed through the center of the wheel shaft from grease zerks mounted on the exterior of the drum.
- The unit shall be fully enclosed and incorporate bolted access hatches for the trunnion wheels, cylinder, lateral positioning wheel, cylinder discharge end and drive system; all type from type 316L stainless steel.
- Screen cylinder shall be driven by a single motor, chain drive system. A pinion gear on the reducer shall drive a bull gear on the drum via a chain.
- Gear reducer shall be driven by a 1.0 HP 230/460V, 3ph, 60hz TEXP (Class I, Division 1, Group D) motor.

CONTROL PANEL AND INSTRUMENTATION

- One (1) NEMA 4X type 316 stainless steel, flanged type, floor mount main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following control devices for operation of the drum screens and wash presses.
 1. Enclosure Panel light, LED, with door switch
 2. Enclosure Duplex Receptacle
 3. Main Circuit Breaker Disconnect, w/ Door handle
 4. Motor Branch Circuit Protection for each motor
 5. Soft Starter [Screens]
 6. Motor Starter, IEC Type, Reversing, with Overload [Presses, 2HP]
 7. Current Monitor [Press]
 8. Control Power Transformer, 480-120VAC w/ branch circuit protection
 9. Lot, Circuit breakers, 120VAC
 10. Surge Protection, 120VAC
 11. Surge Protection on field signals
 12. PLC, Allen-Bradley CompactLogix, w/Required I/O and Ethernet
 13. Operator Interface Unit, A-B PanelView, 7" Display
 14. Fiber Optic Converter, SC Duplex or equal, with CAT 6 patch cable
 15. Power Supply, 24VDC
 16. Elapsed Time Meter for each motor
 17. Alarm horn
 18. Lot, Pilot Lights, Push-to-Test, LED type [Power, 3-Run, 3-Off, 3-Fault]
 19. Lot, Push Buttons [As Required]
 20. Lot, Selector Switches [As Required]
 21. Lot, Control Relays [As required]

- 11336 1.02.G.1.e: For clarification, the SAVI Model RTV1500x4000 drum screen requires 75 gpm @ 75 psi for proper drum cleaning.
- 11336 - 2.03.K.2.b: For clarification, the screen drive motor is 1 HP.
- 11336 - 2.04.M.4: For clarification, the proposed control system is provided with an Allen Bradley MicroLogix PLC system as detailed throughout the controls description in the specification.
- 11336 - 2.04.W and 2.04.X: For clarification, local control stations have been proposed as NEMA 7 cast aluminum stations to match the noted equipment motor classifications of Class I, Division 1.
- 11336: For clarification, spare parts per Divisions 13 and 16 have not been included.
- 11336 2.07.A.7: Pressure washer shall be provided by others.

OPTIONAL ITEMS (EACH)

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHER

EXCLUSIONS:

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Mitch Hameister Date: November 14, 2024

- Wash press electric drive motor 2.0 HP TEFC-XP (Class I, Division 1, Group D) 1760 rpm suitable for 460/3/60 supply with gear reducer mounted directly onto auger drive shaft.
- Support legs, stand and frame from type 316L stainless steel.
- Anchor bolts from type 316 stainless steel.
- Fasteners from type 316 stainless steel.
- Shop surface preparation, stainless steel full dip passivation and painting as required.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- The control devices for the wash press are included in the screen control panel as described under Item A.
- One (1) NEMA 7 (Class I, Division 1) Press local control stations with the following:
 1. Common E-Stop for screen and press
 2. Press Off-Remote-Man. Test
 3. Press FOR-OFF-REV
 4. Press Spray Wash Off-Remote-Manual
- One (1) NEMA 7 (Class I, Division 1) brass body wash water solenoid valve.

SPARE PARTS (TOTAL)

- One (1) Brush with mounting clips and attaching hardware.
- One (1) Set of Anti rotation/wear bars with attaching hardware.

FIELD SERVICE (TOTAL)

- Provided with screen start-up services.

CLARIFICATIONS/COMMENTS

- 11336 – 2.03: For clarification, Section 11336 describes a piece of equipment designed and manufactured by a competitor. We confirm that our FSM Wash Press Model SPW200-700 meets the intent of the specification but has minor design differences as typical between different manufacturer's equipment, which will be detailed with submittals.
- 11336 – 2.03.K.2.b: For clarification, the wash press motor is 2 HP for the specified 35 cfh screenings capacity.
- Dwg P301: Final wash press discharge pipe layout/design will be determined with Submittals.

PRICING

Item	Equipment	Price
A	One (1) SAVI Flo-RotoDrum Internally Fed Rotating Drum Screen Model RTV1500x4000	\$ 893,800
B	One (1) FSM Screenings Wash Press Model SPW 200-700	

Validity:

Prices are valid for a period of 150 days from the date of this proposal, unless otherwise stated in the quotation. Prices may exceed quotations due to the current supply chain issues, volatility of the stainless steel market and sharp rise in fuel costs and may be adjusted accordingly. Purchase Orders received will commence the order schedule as stated in the Submittals paragraph below.

Warranty Statement and Term:

SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 24 months from final project acceptance.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:

This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with SAVÉCO North America installation and operations instructions.

Limited Liability:

SAVÉCO North America shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of SAVÉCO North America's equipment. The liability of SAVÉCO North America, Inc. is limited as set forth above within the time period set forth above.

 		BP-01 15060 Large Diameter Pipe and Valves					Analyzed by: Tom Manning	
PROJECT: WILDWOOD WRF BNR IMPROVEMENTS		GARNEY IN BID		Core and Main Charlotte Baldwin 813-363-1296	Ferguson Mark Stokes 407-394-9918			
SEC	DESCRIPTION	QTY	UM					
	Bid Documentation							
	Bid Form				YES	YES		
	COI				NO	NO		
	Licenses				NO	NO		
	Non-Collusion Affidavit				YES	YES		
	Trench Safety Act				YES	YES		
	Drug Free Workplace Certificate				YES	YES		
	New Vendor Registration Form				YES	YES		
	Acknowledged Addendums				1 & 2	1 ONLY		
	AIS Compliant				NO	NO		
	Payment Bond				YES	YES		
	Material Bond Amount Provided				N/A - Addendum 2	N/A - Addendum 2		
	24" MASTER LIFT STATION TO EQ BASIN							
	DIP 24" PUSH JOINT PIPE	380	LF		77,258	75,517		
	C153 DIP 24" MJ 45	5	EA		21,540	21,425		
	C153 DIP 24" MJ 90	1	EA		10,205	10,151		
	30" FORCE MAIN							
	DIP 30" TR FLEX PIPE	1,206	LF		499,393	459,233		
	C153 DIP 30" MJ 45	19	EA		193,914	192,888		
	C153 DIP 30" MJ 22.5	2	EA		17,138	17,104		
	C153 DIP 30" MJ TEE	1	EA		17,634	17,541		
	C153 DIP 30" MJ 90	4	EA		55,932	55,640		
	Restraining Kits and Gasket	1	ls					
	36" SCREEN EFFLUENT TO MASTER LIFT STATION							
	DIP 36" TR FLEX PIPE	126	LF		67,585	61,852		
	C153 DIP 36" MJ 90	2	EA		38,822	38,618		
	Restraining Kits and Gasket	1	ls					
	30" MJ Plug Valve	3	EA		111,327	99,426		
	Joint Lubricant	1	ls					
	SUBTOTAL				1,110,747	1,049,395	-	-
					-	-	-	-
	TOTAL			-	1,110,747	1,049,395	-	-
	DELTA				1,110,747	1,049,395		

CITY OF WILDWOOD WRF IMPROVEMENTS – PHASE 1

Equipment Supplier Bid Package

Prepared by Garney Construction (CMAR)

Issued: 10/7/24





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1. LIST OF BID DOCUMENTS

- A. Bid Form
- B. Non-Collusion Affidavit
- C. Drug Free Workplace Certification
- D. Trench Safety Act
- E. Wildwood CMAR Agreement – Available on Shared Site
- F. Garney Attachment P – Available on Shared Site
- G. Garney Purchase Order Conditions – Available on Shared Site
- H. Attachment A – Sample Waiver of Liens -- Available on Shared Site
- I. Attachment B – Purchase Order Insurance – Available on Shared Site
- J. Project Drawings – Available on Shared Site
- K. Project Specifications – Available on Shared Site



2. INSTRUCTION TO BIDDERS

- A. **PURPOSE** - Bids will be accepted for the purpose of selecting Bidders to provide complete scope packages as requested by Garney. Bidders are required to review and comply with the instructions, contained herein or issued at a later date via a Bid Addendum.
- B. **BIDDER** - For the purpose of this Bid Package, the term “Bidder” is defined as the legal entity submitting a bid and/or identified on the bid submittal documents.
- C. **BACKGROUND** – City of Wildwood (“City”), has chosen the Construction Manager at Risk (CMAR) delivery method for the City of Wildwood – WRF Improvements project. The City has contracted with CPH (Consultant) & Garney Companies (CMAR) to work collaboratively. The existing Wildwood WRF facility is located 1288 Industrial Drive | Wildwood, FL | 34785.
- D. **SPECIAL PROJECT REQUIREMENTS**
 - 1. This project will use funds procured through SRF. Bids shall meet all requirements of AIS, BABA and Davis Bacon.
- E. **Owner Direct Purchase**
 - 1. Wildwood intends to procure this equipment through an Owner Direct Purchase program to realize tax savings. By bidding, vendors agree to enter into a purchase order agreement with Wildwood.
 - 2. Wildwood’s tax-exempt certificate is included with this document.
- F. **Base Bid and Bid Alternates**
 - 1. Equipment Supplier Base Bid – Bid to supply the equipment as detailed.
 - 2. Equipment Supplier Bid Alternate 1 – Bid to supply a material bond for the supply of the process equipment included in the base bid.
 - 3. Equipment Supplier Bid Alternate 2 – Bid to supply additional equipment for Phase 3 of the project. It has not yet been determined if this equipment will be purchased.
- G. **Bid Questions:**
 - 1. **Submit via email to: tmanning@garney.com.**
 - 2. **Bid Questions Due: 10/22/24 by 5:00pm.**
- H. **BID SUBMITTAL:**
 - 1. **Submit Two (2) sealed hard copies of bids by 2:00 PM on 11/8/24.**
 - 2. **Bids shall be submitted at 370 E Crown Point Road, Winter Garden, FL 34787.**



3. SCOPE OF WORK

The scope shall be in strict accordance with City of Wildwood – WRF Improvements – Phase 1 plans and specifications (contract documents) to include the prime agreement (contract with Owner and any amendments), special conditions, general conditions, 60% Phase 1 Drawings and Specifications as prepared by CPH dated July 2024, addenda, other documents listed in this Agreement, and modifications issued in accordance with this Agreement, to include, but not limited to, the following scope of supply:

General Notes

1. Materials are to be furnished in the best manner of industry and trade practices and as specified and detailed to accomplish the project's requirements and meet all applicable codes whole and complete in every respect.
2. All pricing shall include delivery. Multiple deliveries shall be utilized to maintain the project schedule at no additional cost to Garney.
3. All deliveries are to be F.O.B Jobsite.
4. Manufacturer's authorized representative is to be present on site and as requested and required to inspect installation, conduct performance test, and train Owner's personnel in the proper operation and maintenance of items supplied under this purchase order.
5. Prior to startup and use by the Owner, the manufacturer/vendor shall certify in writing that the installation is proper and that it has been tested and is performing as specified.
6. Supplier shall include 1 additional day of training to assist with training operators on alternate shifts.
7. Vendor shall coordinate equipment with SCADA, electrical and controls equipment, MCC's, VFD's, mechanical drawings, structural drawings, other equipment scopes, etc. to assure a complete and functional installation.
8. All O&M Manuals, Field Quality Control Services, Manufacturer's Services, and Training Services shall be provided as required by the contract documents and as requested by Garney. Coordination with Garney, Subcontractors, Engineering Design Firm, and Owner are included in this order.
9. At the time of shipment, provide two (2) copies of shipping lists with the truckload and send two (2) copies of shipping lists along with your invoice. The shipping list must match the invoice and both the shipping list and invoice must have appropriate mark numbers.
10. Payment Terms shall be 95% net 37 days, 05% upon Owner's acceptance.
11. Liquidated Damages shall be \$500 per day.



4-I. Equipment Package 15060 & 15100 - Large Diameter Pipe, Fittings, and Valves

Work Scope Description:

- Owner intends to purchase selected long pipe runs 24" and larger of underground pipe, fittings, and valves directly. All other pipe, fittings, and valves (not listed below) will be procured through a separate purchase order.
- Furnish and supply materials listed below following approved submittals and release by Garney.
- Piping larger than 24" shall be ring style restrained push-on joint. Each stick shall come with associated restraining kit and gasket.
- Piping 24" and smaller shall be push-on connection and each piece shall come with a gasket. Deliveries shall come with sufficient Joint Lubrication per quantity delivered.
- 20% of Piping shall be delivered Gauged-Full-Length and properly identified.

Exclusions:

- Mechanical Joint and Bell Restraints
- Gripper (Field-Lok) Gaskets
- Valve Risers, Extensions, & Boxes

Schedule:

- It is anticipated that a Purchase Order will be issued before January 6, 2025.
- Submittals shall be provided no later than 4 weeks after issuance of Purchase Order.
- All equipment shall be delivered no later than April 1, 2025.



~~4-II. Equipment Package 11336 – Mechanical Drum Screens~~

Work Scope Description: Supply of all equipment and manufacturer's services specified in Section 11336 including but not limited to the following: It is understood that the items below are an overview of the scope, and the supplier's pricing shall be based on thorough review and compliance with the project documents and all applicable codes.

- (2) complete fully automatic, self-cleaning Drum Screen & Screening Washer/Compactor Units meeting the specified system performance requirements.
 - o System shall be capable of incorporating a future 3rd unit at the Owner's option.
- All accessories, lubricants, and appurtenances listed in Specification 11336 shall be provided.
- Isolation valves, solenoid valves, gauges, and filtration devices for internal and external washdown systems as mentioned in Specification 11336 2.07.5 shall be supplied by the manufacturer.
- Limit Switches
- Submittals, O&Ms, Manufacturer's Certifications, Operating Instructions.
- Special Tools, Lubricants, & Spare Parts
- Inspection, Testing, and Reports
- Provide Owner with an annual preventative maintenance contract (renewable) for consideration.
- Manufacturer's services
- Coordination with all trades, specifically electrical and controls, as required to ensure a proper integration to the plant's Scada system.
- Controls System (For 3 Unit system)
- Design of functional compactor chute system that properly discharges into the Owner's municipal dumpsters.
- Specified manufacturer coatings.
- Pipe Supports, Hardware, and Anchor Bolts.
- In addition to the manufacturer's specified site visits, provide pricing per 1 day trip to be utilized at Garney's option.
- Sunshield as required for full protection from sun exposure.
- Manufacturer shall provide a full two (2) year service and parts warranty that begins upon completion of performance testing and owner acceptance of beneficial use.

Exclusions:

- Unloading & Storing
- Field Wiring and Terminations

Schedule:

- It is anticipated that a Purchase Order will be issued before January 6, 2025.
- Submittals shall be provided no later than 8 weeks after issuance of Purchase Order.
- All equipment shall be delivered no later than July 1, 2025.



~~4-III. Equipment Package 11310 – Submersible Pumps (Master Lift Station)~~

Work Scope Description: Supply of all equipment and manufacturer's services specified in Section 11310 including but not limited to the following: It is understood that the items below are an overview of the scope, and the supplier's pricing shall be based on thorough review and compliance with the project documents and all applicable codes.

- (3) complete totally submersible non-clog wastewater pumps meeting the specified system performance requirements.
 - o System shall be capable of incorporating a future 4th and 5th pump at the Owner's option.
- Pump Accessories including but not limited to: Guide Rails, Lifting Cables, Cable Holders, Discharge Elbows, Lightning Protection, and Control Panels.
- Wetwell Frame and Covers (Access Hatches)
- Intermediate guide brackets as designed.
- All accessories, lubricants, and appurtenances listed in Specification 11310 shall be provided.
- All field instruments and devices that terminate to the Master Lift Station Control Panel as specified and shown on drawing I-2.
- Submittals, O&Ms, Manufacturer's Certifications, Operating Instructions.
- Special Tools, Lubricants, & Spare Parts.
- Inspection, Testing, and Reports.
- Provide Owner with an annual preventative maintenance contract (renewable) for consideration.
- Manufacturer's services
- Coordination with all trades, specifically electrical and controls, as required to ensure a proper integration to the plant's Scada system.
- Control System (For (5) pump System)
- Specified manufacturer coatings.
- Pipe Supports, Hardware, and Anchor Bolts.
- In addition to the manufacturer's specified site visits, provide pricing per 1 day trip to be utilized at Garney's option.
- Sunshield as required for full protection from sun exposure.
- Manufacturer shall provide a full two (2) year service and parts warranty that begins upon completion of performance testing and owner acceptance of beneficial use.

Exclusions:

- Unloading & Storing
- Field Wiring and Terminations
- Valves and Piping beyond Discharge Elbow

Schedule:

- It is anticipated that a Purchase Order will be issued before January 6, 2025.
- Submittals shall be provided no later than 8 weeks after issuance of Purchase Order.
- All equipment shall be delivered no later than July 1, 2025.



~~4 IV. Equipment Package 11330 – Secondary Clarifier Equipment~~

Work Scope Description: Supply of all equipment and manufacturer's services specified in Section 11330 including but not limited to the following: It is understood that the items below are an overview of the scope, and the supplier's pricing shall be based on thorough review and compliance with the project documents and all applicable codes.

- (3) 304 Stainless Steel Clarifier Mechanisms with spiral raking blades, scum-trapping system to be installed in 80' cast-in-place secondary clarifiers.
 - o System shall be capable of incorporating a future 4th clarifier at Owner's option.
- Clarifier Accessories including but not limited to: Center pier column with access bridge, influent feed pipe, fixed spray header, submersible scum pumping system, foam suppression ring, local control panel, full radius raking blades.
- All accessories, lubricants, and appurtenances listed in Specification 11330 shall be provided.
- Access bridge from edge of clarifier to center pier.
- Scum Pump System solenoid valves.
- All field instruments and devices that terminate to the Local Control Panels as specified and shown on drawing I-3.
- Submittals, O&Ms, Manufacturer's Certifications, Operating Instructions.
- Special Tools, Lubricants, & Spare Parts
- Inspections, Testing, and Reports
- Manufacturer's services
- Coordination with all trades, specifically electrical and controls, as required to ensure a proper integration to the plant's Scada system.
- Local Control Panels
- In addition to the manufacturer's specified site visits, provide pricing per 1 day trip to be utilized at Garney's option.
- Sunshield as required for full protection from sun exposure.
- Manufacturer shall provide a full two (2) year service and parts warranty that begins upon completion of performance testing and owner acceptance of beneficial use.
- Manufacturer shall assist Garney in reviewing submittals for appurtenances supplied by others, ie. Weirs, baffles, and miscellaneous metals.

Exclusions:

- Effluent Weirs and Scum Baffles
- Bridge from outside edge of clarifier structures to splitter box
- Unloading & Storing
- Field Wiring and Terminations

Schedule:

- It is anticipated that a Purchase Order will be issued before January 6, 2025.
- Submittals shall be provided no later than 8 weeks after issuance of Purchase Order.
- Anchor bolts shall be supplied no later than March 1, 2025.
- All equipment shall be delivered no later than July 1, 2025.



Bid Form Documents

BID FORM

Project: City of Wildwood – WRF Improvements

Bid Package:

Bidder Information:

Company: Ferguson Waterworks
 Contact Name: Mark Stokes Title: Sales
 Address: 801 Thorpe Rd.
Orlando, FL 32824
 Phone Number: 407-859-7473 Fax: _____

Bid Proposal Documentation Checklist:

☒	Bid Form	☒	Trench Safety Act
☒	Certificate of Insurance	☒	Drug Free Workplace Certification
☒	Licenses (as applicable)	☒	New Vendor Registration Form
☒	Non-Collusion Affidavit		

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement in conformance with Garney attachment P and Standard Garney Purchase Order Conditions included in the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 10/31/24 No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

4. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
5. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and fifty (150) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order Agreement.
6. The total base bid includes all material, start-up, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
7. Prices shall include payment bond.



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER PACKAGE BASE BID FORM

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336	Mechanical Drum Screens	Parkson Haber	2	EA		
11310	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	3	EA		
11330	Clarifiers	Ovivo	3	EA		
Total Price for Equipment Package						

Total Bid (Written Out In Words)



EQUIPMENT SUPPLIER BID ALTERNATE 1 - SUPPLY MATERIAL BOND ON BASE BID

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Equipment Price	Material Bond Price
11336-A1	Mechanical Drum Screens	Parkson Huber	1	LS		
11310-A1	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	LS		
11330-A1	Clarifiers	Ovivo	1	LS		

EQUIPMENT SUPPLIER BID ALTERNATE 2 - FUTURE EQUIPMENT - PRICE TO BE HELD UNTIL NOVEMBER 1, 2026

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336-A2	Mechanical Drum Screens	Parkson Huber	1	EA		
11310-A2	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	2	EA		
11330-A2	Clarifiers	Ovivo	1	EA		



CITY OF WILDWOOD – WRF IMPROVEMENTS



PIPE AND FITTINGS PACKAGE BASE BID FORM

Qty	Unit	Size	Description	Lining	Coating	Unit Price	Total Price
24" MASTER LIFT STATION TO EQ BASIN							
380	LF	24"	DIP 24" PUSH JOINT PIPE	P401	BURIED	198.73	75,517.40
5	EA	24"	C153 DIP 24" MJ 45	P401	BURIED	4,285	21,425
1	EA	24"	C153 DIP 24" MJ 90	P401	BURIED	10,151	10,151
30" FORCE MAIN							
1206	LF	30"	DIP 30" TR FLEX PIPE	P401	BURIED	380.79	459,232.74
19	EA	30"	C153 DIP 30" MJ 45	P401	BURIED	10,152	192,888
2	EA	30"	C153 DIP 30" MJ 22.5	P401	BURIED	8,552	17,104
1	EA	30"	C153 DIP 30" MJ TEE	P401	BURIED	17,541	17,541
4	EA	30"	C153 DIP 30" MJ 90	P401	BURIED	13,910	55,640
36" SCREEN EFFLUENT TO MASTER LIFT STATION							
126	LF	36"	DIP 36" TR FLEX PIPE	P401	BURIED	490.89	61,852.14
2	EA	36"	C153 DIP 36" MJ 90	P401	BURIED	19,309	38,618
Total Bid Price:							949,969.28



CITY OF WILDWOOD – WRF IMPROVEMENTS



VALVE PACKAGE BASE BID FORM

Qty	Unit	Size	Valve Type	Operator	Connection	Unit Price	Total Price
PLUG VALVES							
3	EA	30"	PLUG VALVE	2" NUT	MJ	33,142	99,426
Total Bid Price:							99,426

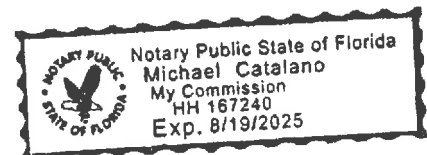
**NON-COLLUSIVE AFFIDAVIT**STATE OF Florida)COUNTY OF Orange)Mark Stokes, being first duly sworn, deposes and says that:

1. He/She is Mark Stokes of Ferguson Waterworks, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against , Toho Water Authority, or any person interested in the proposed Contract; and
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) Mark Stokes(Title) Sales

The foregoing instrument was acknowledged before me this 12 day of November, 2024 by Mark Stokes. He/she (who is personally known to me)/(who has produced identification and (did)/(did not) take an oath.

My Commission Expires:

STATE OF: FloridaCOUNTY OF: Orange

NOTARY PUBLIC; (Name)

SIGNATURE



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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


Signature of Bidder

Mark Stokes
Print or Type



CITY OF WILDWOOD – WRF IMPROVEMENTS



TRENCH SAFETY ACT

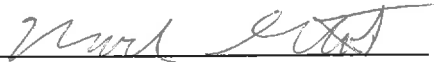
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards.

Bidder acknowledges that the cost of compliance is included in the applicable items of the Proposal and in the Grand Total Bid Price.

The Bidder is, and Garney and Engineer are not, responsible to review or assess County's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Garney and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



Signature of Bidder



(Print or type)



ATTACHMENTS

These documents are available on the Building Connected Site.

- Wildwood CMAR Agreement
 - 2024 January CMAR Agreement
 - Wildwood WRF Amendment No 1 (Construction Contract) - FE
- Purchase Order Documents
 - 24.09.30 Attachment P Garney Use
 - Garney Purchase Order Conditions
 - Attachment B – Purchase Order Insurance
 - Attachment A – Sample Waiver of Liens
- Drawings
 - Phase 1 - 60% Architectural
 - Phase 1 - 60% Civil and Mechanical
 - Phase 1 - 60% Electrical and I&C
 - Phase 1 - 60% Structural
 - Phase 2 - 60% Civil Mechanical Structural Architectural
- Specifications
 - Electrical Specifications
 - 09900 – Painting
 - 11310 - Submersible Pumps
 - 11330 - Secondary Clarifier Equipment
 - 11336 - Mechanical Drum Screen
 - Division 2 Specs - Compiled - May 2024
 - Division 3 - Specs - May 2024
 - Division 4 - Final - Compiled - May 2024
 - Division 5 - Final - Compiled - July 2024
 - Division 6 - Final - Compiled - July 2024
 - Division 7 - Final - Compiled - July 2024
 - Division 15 Specs - Final - Compiled - July 23 2024
 - Wildwood WRF - BNR - 07-2024 Specs - Volume I - Reduced Size



VENDOR REGISTRATION FORM

New Vendor ☐

Information Change ☐

Please type or print neatly. Applicant must complete all spaces provided or application will not be processed.

City of Wildwood Vendor ID

(For office use only)

IRS Form W-9, a copy of your Professional Business License (if required by your State) to perform your business and a copy of your company business card must accompany this form upon submittal.

Type of Goods or Services Provided Pipe, valves and fittings supplier

Business Name Ferguson Enterprises, Inc. dba Ferguson Waterworks

Business Owner Publicly traded company

Address 12500 Jefferson Ave. Newport News, VA 23602

Remittance Address, if different from address above.

Ferguson Waterworks

801 Thorpe Rd. Orlando, FL 32824

Phone 407-859-7473

E-Mail thomas.fusco@ferguson.com

Fax _____

Contact/Title Mark Stokes / Outside Sales

Website Address www.ferguson.com

To your knowledge:

Does a City of Wildwood officer, director, employee or family thereof have direct or indirect controlling interest in this business? Yes ☐ No ☒ Please explain: _____

Are you or the business listed on the Florida Department of Management Services Convicted Vendor List or Discriminatory Vendor List? Yes ☐ No ☒ Please explain: _____

Are you or the business currently in arbitration with the City of Wildwood? Yes ☐ No ☒ Please explain: _____

Are you able to provide proof of Workers Compensation and General Liability Insurances? Yes ☒ (Submit proof of insurances or exemption certificate) No ☐ Please explain: _____

1099 Information

U.S. Taxpayer Identification Number (TIN)

The TIN provided must match the name on IRS record to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

EIN: 54-1211771 SSN: _____

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person.

Check appropriate Federal tax classification (required):

☐ Individual/Sole Proprietor

☒ C Corporation

☐ S Corporation

☐ Partnership

LLC - Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)

By signing below I agree to comply with all laws of DOL, FLSA and OSHA. The information provided on this form dated 11/6/2024 is true and correct.

Thomas Fusco

11/6/2024

Signature of Authorized Agent of the Business:

Date:

Print Name: Thomas Fusco

Digitally signed by Thomas Fusco
Date: 2024.11.06 11:20:11 -0500

Title: Sales Manager

City of Wildwood, 100 N. Main Street, Wildwood, FL 34785, (352)330-1330, Fax (352)330-1338



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013813269C-2	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF WILDWOOD
100 N MAIN ST
WILDWOOD FL 34785-4047

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) FERGUSON US HOLDINGS, INC	
	2 Business name/disregarded entity name, if different from above FERGUSON ENTERPRISES, LLC	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 751 LAKEFRONT COMMONS	
	6 City, state, and ZIP code NEWPORT NEWS, VA 23606	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	4	-	1	4	7	3	3	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Brenda Chandler</i>	Date <i>4-10-24</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ferguson Enterprises, LLC utilizes the following DBA names

Aaron & Co	Henry Plumbing Kitchen & Bath Galleries
Aaron and Company	Henry Plumbing Supply
A-H Distribution	High Country Plumbing Supply
A-H Logistics	Hot Water Products
A P Supply Company	Hot Water Sales and Associates
A P Supply Co	Industrial Hub of the Carolinas
ACF Environmental	Innovative Soil Solutions
Action Automation, a Wolseley Industrial Group company	J&G Products
Action Plumbing Supply	J D Daddario Company
Action Supply Co	Joseph G Pollard Co
Adirondack Piping Solutions	Karl's Appliances
ADL	Kennedy Companies
Air Cold	Kennedy Culvert & Supply
Air Cold Supply	Kennedy Water Works
Airefco	Kern Pipe
Alaska Pipe & Supply	Kern Pipe & Supply
AMS Steam Products	Kitchen Art
Andrews Lighting & Hardware Gallery	Kitchen Art of South Florida
AVCO	Lighting and Appliance
AVCO Supply	Lighting Design Center
BAC Appliance Center	LightingDirect.com
Bath+ Beyond	Lighting Plus
Beautyware Plumbing Supply Co	Lighting Unlimited
Blackman Plumbing Supply	Lincoln Products
Brock-McVey	Linwood Pipe and Supply
Bruce	Louisiana Utilities Supply Company
Bruce-Rogers Company	LUSCO
Bruce Supply	Lyon Conklin
Build.com	Lyon Conklin & Co., Inc
Buildcom	Maddux Supply Company
BuildStore	Matera Company
Build with Ferguson	Matera Paper Company
Cal-Steam	McFarland Supply
Canyon Pipe & Supply	Meyer Appliance
Capital City Appliance	MFP Design
Capital Distributing	Michigan Meter
CFP	Midwest Pike & Supply, a Ferguson Enterprise
City lights Design Showroom	Mission Valley Pipe
Cline Contract Sales	Mission Valley Pipe & Supply
Columbia Pipe & Supply	Mississippi Utility Supply Co (MUSCO)
Crow Company	Old Dominion Supply
Custom lighting & Hardware	Parnell Martin Companies
D2 Land & Water Resource	Peebles Supply Corporation
Davies Water	Pipelines
Dealernet	Pipelines of PA
Duhig Stainless	PL Sourcing, Inc
Edgestar	Plumb Source
Equarius Waterworks, Meter & Automation Group	Plumbers Supply Company
Factory Direct Appliance	Plumbers Supply Company of St Louis
Faucet.com	Plumbing Decor, a Wolseley Company
FaucetDirect.com	Plumbing Supply Now
Ferguson Bath & Kitchen Gallery	Pollardwater

Ferguson Bath, Kitchen & Lighting Gallery
 Ferguson Climate Makers
 Ferguson Direct
 Ferguson Enterprises, Inc Virginia
 Ferguson Enterprises of Montana, LLC
 Ferguson Enterprises of Virginia, LLC
 Ferguson Facilities Supply (FEI)
 Ferguson Fire & Fabrication International
 Ferguson Full Service Supply
 Ferguson FSS
 Ferguson Heating & Cooling
 Ferguson Hospitality Sales
 Ferguson HVAC
 Ferguson HVAC-EastWest Air
 Ferguson HVAC-Lyon Conklin
 Ferguson Industrial
 Ferguson Industrial Plastics Division
 Ferguson Industrial Plastics and Pump Division
 Ferguson Integrated Services
 Ferguson International
 Ferguson leasing Company
 Ferguson Parts & Packaging
 Ferguson Valve & Automation
 Ferguson Waterworks
 Ferguson Waterworks - Municipal Pipe
 Ferguson Waterworks - Red Hed
 Ferguson Waterworks EPPCO
 Ferguson Waterworks International
 Ferguson.com
 Ferguson Xpressnet
 Founders Kitchen and Bath
 FNW
 Fresno Pipe
 Fresno Pipe & Supply
 Frishkorn
 Galleria Bath & Kitchen Showplace
 Geo-Solutions
 Gerster Equipment Company
 Gotham
 Gotham Pipe
 Gotham Pipe Supply
 Grand Junction Pipe
 Grove Supply
 Guarino Distributing
 Harway Appliances
 Henry Kitchen & Bath

Powell Pipe & Supply Co
 Power Process Equipment
 Professional's Bath Source
 PullsDirect.com
 PV Sullivan Supply
 Ramapo Wholesalers
 Redlon & Johnson
 Reese Kitchen, Bath & lighting Gallery
 Rencor Controls
 Renwes Sales
 Robertson Supply
 S.W. Anderson
 Schell Supply Corporation
 Securevision
 Securevision of America
 SC Supply Co
 SOS Sales
 Stevens Supply Corporation
 Stockton Pipe
 Stockton Pipe & Supply
 Sunstate Meter & Supply
 Tacoma Heavy Goods
 Tarpon Wholesale Supplies
 The Ar-Jay Center
 The Davidon Group
 The Kitchen Showcase
 The Parnell Martin Companies
 The Plumbing Source
 The Stock Market
 TPW Kitchen & Bath
 Triton Environmental
 Uncle Sam Piping Solutions
 United Water Works
 Wallwork
 Wallwork Bros.
 Warner Supply Corporation
 Waterworks Industries
 Water Works Supply
 Webb Distributors
 Westburne Supply
 Western Air Supply
 Westfield Lighting
 Wolseley Financial Services
 Wolseley Industrial Group
 WPCC Forwarding
 Wright Plumbing Supply

Last updated 10.02.24

BOA - Atlanta - 100286
US Postal Service - first class mail
Ferguson PO Box 100286 Atlanta, GA 30384-0286
<u>Overnight Address</u> Bank of America Lockbox Services Ferguson Lockbox # 100286 6000 Feldwood Road College Park, GA 30349

BOA - Boston - 417592
US Postal Service - first class mail
Ferguson PO Box 417592 Boston, MA 02241-7592
<u>Overnight Address</u> Bank of America Lockbox Services Ferguson Lockbox #417592 2 Morrissey Blvd. MA5-527-02-07 Dorchester, MA 02125

BOA- Dallas - 847411
US Postal Service - first class mail
Ferguson PO Box 847411 Dallas, TX 75284-7411
<u>Overnight Address</u> Bank of America Lockbox Services Ferguson Lockbox # 847411 1950 N Stemmons Frwy. Ste. 5010 Dallas, TX 75207

BOA - Los Angeles-740827
US Postal Service - first class mail
Ferguson PO BOX 740827 Los Angeles, CA 90074-0827
<u>Overnight Address</u> Bank of America Lockbox Services Ferguson Lockbox # 740827 2706 Media Center Drive Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest
US Postal Service - first class mail
Ferguson PO Box 802817 Chicago, IL 60680-2817
<u>Overnight Address</u> Ferguson Att: Lockbox 802817 350 East Devon Avenue Itasca, IL 60143

PNC - Pittsburgh - 644054
US Postal Service - first class mail
Ferguson PO Box 644054 Pittsburgh, PA 15264-4054
<u>Overnight Address</u> Ferguson Att: Lockbox 644054 500 First Avenue Pittsburgh, PA 15219



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

8/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1531924 Ferguson Enterprises, LLC and Subsidiaries (See attached Named Insured Schedule) 751 Lakefront Commons Newport News VA 23606	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: ACE Property and Casualty Insurance Company	
	INSURER C: Indemnity Insurance Co of North America	
	INSURER D: ACE Fire Underwriters Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 20871217 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	N	N	HDO G47300009	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Self Insured ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Physical Damage	N	N	ISA H1069114A	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS	N	N	XOO G72519802 004	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50673832 (AOS) WLR C50673728 (AZ, CA, MA, OR) RWC C5067390A (WI)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Issued for informational purposes only.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20871217
Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Effective Date	Company	Effective Date	Company
4/1/1975	Acquisition - Charleston, SC	3/16/1992	Chatham Pipe & Supply
5/1/1976	Southern States Supply Company, Inc.	11/2/1992	U.S. Supply Company
11/1/1977	Atlas Supply Company, Inc.	8/2/1993	Armstrong Plumbing Supply Company, Inc.
12/31/1980	SCL Equipment Corporation	10/4/1993	Hub Inc.
1/28/1983	Universal Supply Company, Inc.	6/27/1994	Automatic Temperature Supplies Inc.
3/10/1983	Central Plumbing Supply Company	6/5/1995	Lyon, Conklin & Co., Inc.
1/1/1984	Riverside Supply Company, Inc.	7/10/1995	Wilmington Plumbing Supply Co., Inc.
5/1/1984	McKenna Supply Company	11/13/1995	Walden Industrial Supply Co., Inc.
10/30/1984	Cocper Supply Company	12/18/1995	Wisconsin River Supply Company
1/15/1985	Plumbers Supply Company, Inc.	2/26/1996	Columbia Supply Corporation
6/4/1985	R. W. Farmer Supply Co., Inc.	9/30/1996	Great Lakes Plumbing Supply, Inc.
1/7/1986	The Warner Company, Inc.	10/15/1996	General Plumbing Supply Co. of MD, Inc.
10/1/1986	Underground Supply Company, Inc.	11/23/1996	J&G Products Company, Inc.
12/30/1986	Terry Supply Company	5/5/1997	Central Engineering and Supply, Co., Inc.
12/31/1986	Virginia Supply and Well Company	6/30/1997	Standard of Lynn, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.	8/25/1997	Cities Supply Company, Inc.
1/29/1988	LBS Supply, Inc.	9/22/1997	Raleigh Supply Company, Inc.
12/29/1989	C. Seizer & Sons, Inc.	10/8/1997	Climate Makers of Charleston, Inc.
4/1/1990	Consumer's Supply Company, Inc.	11/3/1997	South Bend Supply Company, Inc.
5/20/1991	Gonnair Air Conditioning Company, Inc.	12/15/1997	Jaime Salicrup, Inc.
3/4/1992	Cain & Bulman, Inc.	1/7/1998	Steel City Wholesalers
3/30/1998	Tozour Unitary Product Division	6/18/2001	Mid-Cities - Dallas, TX
6/1/1998	Forward Enterprises	6/30/2001	Westburne Supply, Inc.
7/1/1998	Esco Supply Company	4/8/2002	Clayton Acquisition Company
10/29/1998	L&H Plumbing & Heating Supply	5/6/2002	Sumner & Dunbar
12/23/1998	Fields & Company of Lubbock, Inc.	5/13/2002	Tahoe Truckee Supply
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.	1/13/2003	York Factory Branch - Corona, CA
3/30/1999	Alamo Plumbing Supply Co.	1/13/2003	Triangle Supply, Inc.
4/26/1999	Plumbers Specialty Company, Inc.	4/7/2003	Linwood Pipe and Supply Co., Inc.
5/1/1999	Midwest Pipe & Supply	4/14/2003	Hanco Supply, Inc.
8/2/1999	Thrall Distribution, Inc.	6/2/2003	Huskey, Inc.
8/4/1999	Goldberg Company (GCI)	6/16/2003	A-1 Pipe
8/30/1999	The Gage Company	9/15/2003	Liberty Equipment
9/15/1999	Baker Pipe and Supply Company	12/15/2003	High Country
1/24/2000	Dorovan Industrial Supply Corporation	1/19/2004	Bulder's Plumbing Supply
3/6/2000	Plumbing & Mill Supplies, Incorporated	3/29/2004	Municipal Pipe

Effective Date	Company	Effective Date	Company
6/12/2000	Eastern Sewer Pipe Corp.	9/1/2004	Cline Contract Sales
8/21/2000	Pesco Pipe and Supply Co.	11/22/2004	Clark Supply
9/11/2000	Fire Protection Supply Company	12/7/2004	R Supply
1/8/2001	Sunbelt Marketing	12/31/2004	Parnell Martin
3/1/2001	Red Hed Supply	1/31/2005	JD Daddario
5/21/2001	Mid-Cities - Plant City, FL	2/8/2005	Meckco Supply
5/1/2005	Full Service Supply	5/22/2006	Central Lighting Supply
5/23/2005	United Supply & Distributing	8/1/2006	Palermo
6/26/2005	Webb Distributors, Inc.	8/1/2006	Waterworks Supply
8/15/2005	Park Supply	8/21/2006	United Automatic
8/29/2005	S&S Fabricators	10/2/2006	Castle Supply
9/12/2005	Contractor's Field Products	10/2/2006	Castle North
9/19/2005	Economy Plumbing Supply	10/2/2006	Lawrence Supply
9/30/2005	Endries International	10/2/2006	Northern Water Works Supply
10/17/2005	Camellia Valley Supply	10/16/2006	Gulf Refrigeration
11/7/2005	LAB Appliances	10/16/2006	Kandall
11/15/2005	Mobile Supply	12/4/2006	Ondalay Pipe
11/30/2005	Frischkorn	12/11/2006	Page's Appliance
12/19/2005	South Lake Tahoe	12/18/2006	Guntersville Fab
1/9/2006	Colgan	12/29/2006	Cal-Steam
2/21/2006	Dixie Plumbing Supply	2/7/2007	Grif-Fab
3/13/2006	Alamo Pipe	2/28/2007	Improvement Direct
3/20/2006	Indiana Plumbing Supply	7/30/2007	Fire Fab
4/10/2006	Pipe Products	8/13/2007	Western Air
4/24/2006	Davies Water	8/27/2007	Davidson Pipe & Supply
5/8/2006	Central Supply	11/5/2007	JD Wholesale
5/22/2006	Supply North Central Group	12/30/2007	JC Plumbing
2/18/2008	Mastercraft Cabinets	2/9/2015	Builders Appliance Center
9/1/2009	DPS	2/23/2015	The Ar-Jay Center
12/31/2010	Summit Pipe & Supply	3/9/2015	Equarius Waterworks, Inc.
8/29/2011	Louisiana Chemical PVF	3/16/2015	Redlon & Johnson Supply
9/26/2011	SG Supply	4/27/2015	Arkansas Supply, Inc.
11/7/2011	Groeniger	5/18/2015	Ecomfort Holdings Inc.
4/23/2012	Reese Kitchens	6/8/2015	WR White Supply
9/25/2012	Power Equipment Direct, Inc. (PED)	8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)

Effective Date	Company	Effective Date	Company
10/1/2012	Davis & Warshaw	10/1/2015	Living Direct, Inc.
2/11/2013	Fluid Systems Hawaii, Inc.	10/19/2015	Atlantic American Fire Equipment Company
1/20/2014	Karl's Sales and Service - Karls Appliance	10/27/2015	Renwes Appliances, Inc.
3/31/2014	Waterworks Industries	11/16/2015	Action Fire Fab & Supply, Inc.
4/28/2014	Factory Direct Appliance	1/25/2016	Professional Cleaning Service and Supply Corporation (PCS Industries)
5/31/2014	Capstone Global Solutions	4/4/2016	Andrews Lighting Gallery, Inc.
6/9/2014	HP Products (and HP Logistics)	4/18/2016	Dealernet, LLC
8/18/2014	Joseph G. Pollard Co. Inc.	4/18/2016	The Bath + Beyond
9/14/2014	Powell Pipe & Supply Co.	5/23/2016	Bruce-Rogers Company
10/6/2014	Spillius, Inc. (dba City Lights and Design)	6/13/2016	Michigan Pipe and Valve-Flint, Inc.
11/17/2014	Global HVAC Distributors, Inc.	6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
12/8/2014	Ship-Pac, Inc.	7/11/2016	Michigan Meter Technology Group, Inc.
12/8/2014	McFarland Supply Co., Inc.	8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
8/29/2016	Westfield Lighting Co., Inc.	10/22/2018	Dogwood Building Supply
10/10/2016	Ramapo Wholesalers Inc.	10/29/2018	Capital Distributing
10/24/2016	The Plumbing Source, Inc.	11/19/2018	Roberston Supply
11/14/2016	Underground Pipe & Valve, Inc.	12/10/2018	Wallwork Bros., Inc.
12/12/2016	Matera Paper Company, Inc.	12/11/2018	Blackman
2/13/2017	P.V. Sullivan	1/28/2019	James Martin Furniture
2/20/2017	Custom Lighting & Hardware	2/4/2019	Kitchen Art
3/27/2017	Lighting Unlimited, LLC	6/3/2019	Mission Valley Pipe and Supply
8/7/2017	Wholesale Group, Inc.	7/15/2019	Action Supply Co.
9/18/2017	HM Wallace, Inc.	7/29/2019	Innovative Soil Solutions
1/22/2018	Duhig Stainless	9/9/2019	Process Instruments & Controls
5/14/2018	National Fire	11/11/2019	SW Anderson
7/2/2018	Wright Plumbing	3/13/2020	Columbia Pipe Supply
7/9/2018	Lighting Design Center	3/16/2020	Rencor Controls
7/16/2018	Appliance Distributors of Louisiana	3/25/2020	MFP Design
7/30/2018	Brock McVey	10/26/2020	Old Dominion Supply

Effective Date	Company	Effective Date	Company
7/31/2018	Safe Step Walk-In Tub Co	11/15/2020	Atlantic Construction Fabrics
8/13/2018	Jones Stephens	1/11/2021	Amerock Corporation
8/20/2018	Action Automation	1/11/2021	Clarksville Lighting and Appliance
8/27/2018	Millennium Lighting	6/21/2021	Kitchen Showcase
9/24/2018	Grand Junction Pipe & Supply	7/12/2021	Moore Industrial Supply, Co.
7/26/2021	Canyon Pipe & Supply	12/5/2022	Power Process Equipment Co
9/20/2021	Meyer Appliances, Kitchens and Baths	1/30/2023	Pipelines, INC
10/25/2021	Sunstate Meters and Supply, Inc	6/13/2023	S.G. Torrice
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)	7/25/2023	Kennedy Companies
11/13/2021	Hot Water Products, Inc.	7/31/2023	Bruce Supply Corp
11/22/2021	RP Lighting & Fans (Royal Pacific)	10/16/2023	SecureVision of America
1/24/2022	Plumbers Supply Company of St Louis	1/8/2024	Harway Supply, LLC
2/7/2022	Uncle Sam Piping Solutions, Inc.	1/8/2024	Capital City Appliances LLC dba Harway Appliances
3/21/2022	AP Supply Company	1/8/2024	Texas State Appliances, LLC
4/4/2022	Lighting Plus	1/29/2024	Grove Supply, Inc.
4/25/2022	Founders Kitchen & Bath, Inc.	1/29/2024	Wolfe Family Partnership, Ltd
5/9/2022	Canadian Safe-Step Tubs, Inc.	1/29/2024	Whhc Enterprises, LLC
5/23/2022	Aaron & Company, LLC	1/29/2024	PLCC Enterprises LLC
5/25/2022	STE LLC	3/4/2024	Yorkwest Plumbing Supply Inc.
6/27/2022	Triton Environmental, LLC		
7/18/2022	D2 Land & Water Resource, Inc		
7/25/2022	Minke Lighting LLC		
7/26/2022	Rybak Engineering, Inc		
8/29/2022	Monark Premium Appliance (Transform Midco LLC)		
11/7/2022	Guarino Distributing Co, LLC		
12/1/2022	Airefco, Inc		
4/15/2024	Safe Step Walk In Tub, LLC		
7/31/2010	Lincoln Products		
9/11/2000	Ferguson Fire & Fab, Inc		
4/22/2024	AVCO Supply (AVCO Supply, Inc.)		
5/16/2024	GAR Engineering		
5/20/2024	Southwest GeoSolutions, Inc.		
7/30/2024	Gerster Equipment Co.		
7/30/2024	United Water Works, Inc.		

<u>Name</u>	<u>Tax ID No.</u>	<u>Entity or DBA</u>	<u>Corresponding Entity (for DBAs)</u>
Aaron & Co.	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Distribution	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Logistics	54-1211771	DBA	Ferguson Enterprises, LLC
A P Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
A. P. Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
AC Wholesalers	33-1026975	DBA	Power Equipment Direct, Inc.
ACF Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Action Automation, a Wolsley Industrial Group company	54-1211771	DBA	Ferguson Enterprises, LLC
Action Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Action Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Adirondack Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
ADL	54-1211771	DBA	Ferguson Enterprises, LLC
Airefco	54-1211771	DBA	Ferguson Enterprises, LLC
Alaska Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
AMS Steam Products	54-1211771	DBA	Ferguson Enterprises, LLC
Andrews Lighting & Hardware Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Atlantic American Fire Equipment Company	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Avallon Global	74-3008228	DBA	Living Direct, Inc.
BAC Appliance Center	54-1211771	DBA	Ferguson Enterprises, LLC
Bath + Beyond	54-1211771	DBA	Ferguson Enterprises, LLC
Blackman Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Brock-McVey	54-1211771	DBA	Ferguson Enterprises, LLC
Bruce	54-1211771	DBA	Ferguson Enterprises, LLC
Bruce-Rogers Company	54-1211771	DBA	Ferguson Enterprises, LLC
Bruce Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Cal-Steam	54-1211771	DBA	Ferguson Enterprises, LLC
Canyon Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Capital Distributing	54-1211771	DBA	Ferguson Enterprises, LLC
CFP	54-1211771	DBA	Ferguson Enterprises, LLC
City Lights Design Showroom	54-1211771	DBA	Ferguson Enterprises, LLC
Cline Contract Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Custom Lighting & Hardware	54-1211771	DBA	Ferguson Enterprises, LLC
D2 Land & Water Resource	54-1211771	DBA	Ferguson Enterprises, LLC
Davies Water	54-1211771	DBA	Ferguson Enterprises, LLC
Dealernet	54-1211771	DBA	Ferguson Enterprises, LLC
Dogwood Building Supply	83-2165638	DBA	DBS Holdings, Inc.
Duhig Stainless	54-1211771	DBA	Ferguson Enterprises, LLC
Equarius Waterworks, Meter & Automation Group	54-1211771	DBA	Ferguson Enterprises, LLC
Factory Direct Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Bath & Kitchen Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Bath, Kitchen & Lighting Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Direct	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises of Virginia, LLC	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Facilities Supply (FEI)	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Facilities Supply (for Matera Paper -TX only)	74-2382166	DBA	Matera Paper Company, Inc.
Ferguson Facilities Supply, Dogwood Building Supply Division	83-2165638	DBA	DBS Holdings, Inc.
Ferguson Fire Design PLLC	92-0981667	DBA	Ferguson Fire Design, LLC
Ferguson Fire & Fabrication International	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Fire & Fabrication International	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.

<u>Name</u>	<u>Tax ID No.</u>	<u>Entity or DBA</u>	<u>Corresponding Entity (for DBAs)</u>
Ferguson Heating & Cooling	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Hospitality Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – Air Cold	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – EastWest Air	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – Lyon Conklin	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Industrial	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Integrated Services	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson International	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Parts & Packaging	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Valve & Automation	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks - Municipal Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks - Red Hed	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks EPPCO	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Waterworks International	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson.com	54-1211771	DBA	Ferguson Enterprises, LLC
Founders Kitchen and Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Galleria Bath & Kitchen Showplace	54-1211771	DBA	Ferguson Enterprises, LLC
Gotham	54-1211771	DBA	Ferguson Enterprises, LLC
Grand Junction Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Guarino Distributing	54-1211771	DBA	Ferguson Enterprises, LLC
Henry Kitchen & Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Henry Plumbing Kitchen & Bath Galleries	54-1211771	DBA	Ferguson Enterprises, LLC
Henry Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Hot Water Products	54-1211771	DBA	Ferguson Enterprises, LLC
Hot Water Sales and Associates	54-1211771	DBA	Ferguson Enterprises, LLC
Industrial Hub of the Carolinas	54-1211771	DBA	Ferguson Enterprises, LLC
Innovative Soil Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
J&G Products	54-1211771	DBA	Ferguson Enterprises, LLC
J.D. Daddario Company	54-1211771	DBA	Ferguson Enterprises, LLC
Joseph G. Pollard Co.	54-1211771	DBA	Ferguson Enterprises, LLC
JWIT Hydrotherapy Bath Solutions	26-2848868	DBA	Safe Step Walk In Tub, LLC
Karl's Appliances	54-1211771	DBA	Ferguson Enterprises, LLC
Kennedy Culvert & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Kennedy Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Kitchen Art	54-1211771	DBA	Ferguson Enterprises, LLC
Kitchen Art of South Florida	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting and Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Design Center	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Plus	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Unlimited	54-1211771	DBA	Ferguson Enterprises, LLC
Lincoln Products	54-1211771	DBA	Ferguson Enterprises, LLC
Linwood Pipe and Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Louisiana Utilities Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
LUSCO	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper Company	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper Company, LLC	54-1211771	DBA	Ferguson Enterprises, LLC

<u>Name</u>	<u>Tax ID No.</u>	<u>Entity or DBA</u>	<u>Corresponding Entity (for DBAs)</u>
McFarland Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Meyer Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
MFP Design	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Michigan Meter	54-1211771	DBA	Ferguson Enterprises, LLC
Mission Valley Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Mississippi Utility Supply Co. (MUSCO)	54-1211771	DBA	Ferguson Enterprises, LLC
Monark	54-1211771	DBA	Ferguson Enterprises, LLC
Myers HVAC Supply	33-1026975	DBA	Power Equipment Direct, Inc.
National Fire Products	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Old Dominion Supply	54-1211771	DBA	Ferguson Enterprises, LLC
PCS Industries	35-1116846	DBA	HP Products Corporation
Pipelines	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines of PA	54-1211771	DBA	Ferguson Enterprises, LLC
PL Sourcing	54-1211771	DBA	Ferguson Enterprises, LLC
Plumb Source	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company of St. Louis	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Décor	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Supply Now	54-1211771	DBA	Ferguson Enterprises, LLC
Pollardwater	54-1211771	DBA	Ferguson Enterprises, LLC
Powell Pipe & Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Power Process Equipment	54-1211771	DBA	Ferguson Enterprises, LLC
Professional's Bath Source	54-1211771	DBA	Ferguson Enterprises, LLC
PV Sullivan Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Ramapo Wholesalers	54-1211771	DBA	Ferguson Enterprises, LLC
Reese Kitchen, Bath & Lighting Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Rencor Controls	54-1211771	DBA	Ferguson Enterprises, LLC
Renwes Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Robertson Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Rybak Engineering	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
S.W. Anderson	54-1211771	DBA	Ferguson Enterprises, LLC
SG Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Ship-Pac	35-1116846	DBA	HP Products Corporation
Signature Hardware	61-1401237	DBA	Clawfoot Supply, LLC
SOS Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Sunstate Meter & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Tarpon Wholesale Supplies	54-1211771	DBA	Ferguson Enterprises, LLC
The Ar-Jay Center	54-1211771	DBA	Ferguson Enterprises, LLC
The Davidson Group	54-1211771	DBA	Ferguson Enterprises, LLC
The Kitchen Showcase	54-1211771	DBA	Ferguson Enterprises, LLC
The Plumbing Source	54-1211771	DBA	Ferguson Enterprises, LLC
The Stock Market	54-1211771	DBA	Ferguson Enterprises, LLC
TPW Kitchen & Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Triton Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Uncle Sam Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
Wallwork	54-1211771	DBA	Ferguson Enterprises, LLC
Water Works Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Waterworks Industries	54-1211771	DBA	Ferguson Enterprises, LLC
Webb Distributors	54-1211771	DBA	Ferguson Enterprises, LLC

<u>Name</u>	<u>Tax ID No.</u>	<u>Entity or DBA</u>	<u>Corresponding Entity (for DBAs)</u>
Westfield Lighting	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Financial Services	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Industrial Group	54-1211771	DBA	Ferguson Enterprises, LLC
WPCC Forwarding	54-1211771	DBA	Ferguson Enterprises, LLC
Wright Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC



Bid Form Documents

BID FORM

Project: City of Wildwood – WRF Improvements

Bid Package:

Bidder Information:

Company: Core & Main LP

Contact Name: Charlotte Baldwin Title: Senior Project Manager

Address: 5743 Holland Parkway
The Villages, FL 32163

Phone Number: (813) 363-1296 Fax: _____

Bid Proposal Documentation Checklist:

☒ Bid Form	☒ Trench Safety Act
☒ Certificate of Insurance	☒ Drug Free Workplace Certification
☒ Licenses (as applicable)	☒ New Vendor Registration Form
☒ Non-Collusion Affidavit	

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement in conformance with Garney attachment P and Standard Garney Purchase Order Conditions included in the Bid Documents.
2. Bidder accepts all of the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 10/31/2024 No. _____ Dated _____

No. 2 Dated 11/13/2024 No. _____ Dated _____

4. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
5. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and fifty (150) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order Agreement.
6. The total base bid includes all material, start-up, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
7. Prices shall include payment bond.



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER PACKAGE BASE BID FORM

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336	Mechanical Drum Screens	Parkson Huber	2	EA	n/a	
11310	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	3	EA	n/a	
11330	Clarifiers	Ovivo	3	EA	n/a	
Total Price for Equipment Package						

Total Bid (Written Out In Words)



CITY OF WILDWOOD – WRF IMPROVEMENTS



EQUIPMENT SUPPLIER BID ALTERNATE 1 - SUPPLY MATERIAL BOND ON BASE BID

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Equipment Price	Material Bond Price
11336-A1	Mechanical Drum Screens	Parkson Huber	1	LS	n/a	
11310-A1	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	1	LS	n/a	
11330-A1	Clarifiers	Ovivo	1	LS	n/a	

EQUIPMENT SUPPLIER BID ALTERNATE 2 - FUTURE EQUIPMENT - PRICE TO BE HELD UNTIL NOVEMBER 1, 2026

Package	Description	Manufacturer/Supplier (Circle)	QTY	Unit	Unit Price	Total Price
11336-A2	Mechanical Drum Screens	Parkson Huber	1	EA	n/a	
11310-A2	Submersible Pumps (Master Lift Station)	Flygt Sulzer / ABS Grundfos	2	EA	n/a	
11330-A2	Clarifiers	Ovivo	1	EA	n/a	



CITY OF WILDWOOD – WRF IMPROVEMENTS



PIPE AND FITTINGS PACKAGE BASE BID FORM

Qty	Unit	Size	Description	Lining	Coating	Unit Price	Total Price
24" MASTER LIFT STATION TO EQ BASIN							
380	LF	24"	DIP 24" PUSH JOINT PIPE	P401	BURIED	\$203.31	\$77,257.80
5	EA	24"	C153 DIP 24" MJ 45	P401	BURIED	\$4,308.00	\$21,540.00
1	EA	24"	C153 DIP 24" MJ 90	P401	BURIED	\$10,205.00	\$10,205.00
30" FORCE MAIN							
1206	LF	30"	DIP 30" TR FLEX PIPE	P401	BURIED	\$414.09	\$499,392.54
19	EA	30"	C153 DIP 30" MJ 45	P401	BURIED	\$10,206.00	\$193,914.00
2	EA	30"	C153 DIP 30" MJ 22.5	P401	BURIED	\$8,569.00	\$17,138.00
1	EA	30"	C153 DIP 30" MJ TEE	P401	BURIED	\$17,634.00	\$17,634.00
4	EA	30"	C153 DIP 30" MJ 90	P401	BURIED	\$13,983.00	\$55,932.00
36" SCREEN EFFLUENT TO MASTER LIFT STATION							
126	LF	36"	DIP 36" TR FLEX PIPE	P401	BURIED	\$536.39	\$67,585.14
2	EA	36"	C153 DIP 36" MJ 90	P401	BURIED	\$19,411.00	\$38,822.00

Total Bid Price: \$999,420.48



CITY OF WILDWOOD – WRF IMPROVEMENTS



VALVE PACKAGE BASE BID FORM

Qty	Unit	Size	Valve Type	Operator	Connection	Unit Price	Total Price
PLUG VALVES							
3	EA	30"	PLUG VALVE	2" NUT	MJ	\$37,109.00	\$111,327.00

Total Bid Price: \$111,327.00

Valves have a lead time of 36 weeks after release by Garney for manufacture and delivery.

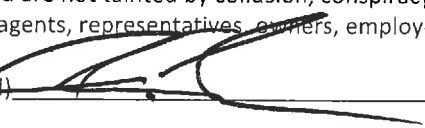
**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA)

COUNTY OF)

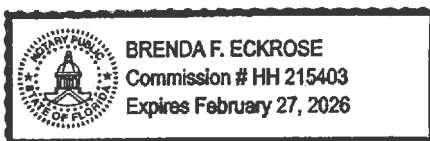
Joshua Johnson, being first duly sworn, deposes and says that:

1. He/She is Outside Sales Representative of Core & Main LP, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against , Toho Water Authority, or any person interested in the proposed Contract; and
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

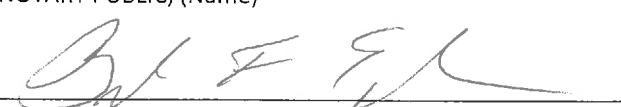
(Signed) (Title) Outside Sales Representative

The foregoing instrument was acknowledged before me this 15 day of November, 2024 by Joshua Johnson. He/she (who is personally known to me)/(who has produced _____ as identification and (did)/(did not) take an oath.

My Commission Expires:

STATE OF: FLORIDACOUNTY OF: ORANGE

BRENDA F ECKROSE
NOTARY PUBLIC; (Name)


SIGNATURE

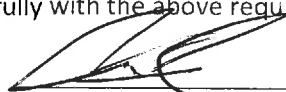


DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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



Signature of Bidder

Core & Main LP

Joshua Johnson, Outside Sales Representative

Print or Type



CITY OF WILDWOOD – WRF IMPROVEMENTS



TRENCH SAFETY ACT

Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards.

Bidder acknowledges that the cost of compliance is included in the applicable items of the Proposal and in the Grand Total Bid Price.

The Bidder is, and Garney and Engineer are not, responsible to review or assess County's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Garney and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



Signature of Bidder

Core & Main LP
Joshua Johnson, Outside Sales Representative
(Print or type)



VENDOR REGISTRATION FORM

New Vendor ☐

Information Change ☐

Please type or print neatly. Applicant must complete all spaces provided or application will not be processed.

City of Wildwood Vendor ID

(For office use only)

IRS Form W-9, a copy of your Professional Business License (if required by your State) to perform your business and a copy of your company business card must accompany this form upon submittal.

Type of Goods or Services Provided Specialized distributor of water, wastewater, storm drainage and fire protection products and related services.

Business Name Core & Main LP

Business Owner _____

Address 5743 Holland Parkway, The Villages, FL 32163

Remittance Address, if different from address above.

Core & Main LP

P. O. Box 28330

St. Louis, MO 63146

Phone (352) 748-7473

E-Mail Stephen.Hemingway@coreandmain.com

Fax _____

Contact/Title Roy Sands, District Manager; Stephen Hemingway, Outside Sales Representative

Website Address www.coreandmain.com

City of Wildwood, 100 N. Main Street, Wildwood, FL 34785, (352)330-1330, Fax (352)330-1338

To your knowledge:

Does a City of Wildwood officer, director, employee or family thereof have direct or indirect controlling interest in this business? Yes ☐ No ☒ Please explain: _____

Are you or the business listed on the Florida Department of Management Services Convicted Vendor List or Discriminatory Vendor List? Yes ☐ No ☒ Please explain: _____

Are you or the business currently in arbitration with the City of Wildwood? Yes ☐ No ☒ Please explain: _____

Are you able to provide proof of Workers Compensation and General Liability Insurances? Yes ☒ (Submit proof of insurances or exemption certificate)
No ☐ Please explain: _____

1099 Information

U.S. Taxpayer Identification Number (TIN)

The TIN provided must match the name on IRS record to avoid backup withholding. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

EIN: 03-0550887 SSN: _____

Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person.

Check appropriate Federal tax classification (required):

☐ Individual/Sole Proprietor

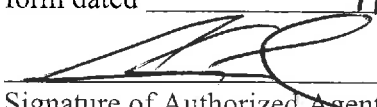
☐ C Corporation

☐ S Corporation

☒ Partnership

LLC - Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)

By signing below I agree to comply with all laws of DOL, FLSA and OSHA. The information provided on this form dated 11-15-2024 is true and correct.


Signature of Authorized Agent of the Business:

11-15-24
Date:

Print Name: Joshua Johnson

Title: Outside Sales Representative

City of Wildwood, 100 N. Main Street, Wildwood, FL 34785, (352)330-1330, Fax (352)330-1338



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013813269C-2	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF WILDWOOD
100 N MAIN ST
WILDWOOD FL 34785-4047

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Hydrotech Discfilter
Preliminary Proposal

Project: Wildwood DFS 5703109005
Client: CPH Engineers
Date: 11/22/2024

RSM Contact: Jim Daugherty
Phone: (919) 349-2280
Representative Contact: Bob Bierhorst

CONFIDENTIAL: The information or data contained in this proposal is proprietary to Kruger and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or part, without the prior written consent of Kruger. This restriction will not apply to any information or data that is available to the public generally.

Kruger is pleased to propose the Hydrotech Discfilter system for this project. The system design is based on the information listed in the following tables and will be supplied according to Kruger design standards:

Design Parameters		
Influent Source	Secondary Clarification following Activated Sludge	
Peak Hour Flow	30.00 (20,850)	MGD (gpm)
Average Flow	8.00 (5,560)	MGD (gpm)
Class 1 Peak Flow	22.50 (15,637)	MGD (gpm)
Peak Influent TSS	30	mg/L
Average Influent TSS	15	mg/L
¹ Monthly Average Effluent TSS	5	mg/L

¹The influent to the Filtration System must contain particles of sufficient size and strength to allow retention on the specified 10 um media surface in order for the performance criteria to be met.

Discfilter Design		
Discfilter Model Number	HPF2234-1F	
Total Units (duty/standby)	3 (3/0)	
Total Filter Area Per Unit	4,396	ft ²
Submerged Filter Area Per Unit	1,466	ft ²
Disc Diameter	2.2	m
Class 1 Peak Hydraulic Loading Rate	5.34	gpm/ft ²
Number of Discs Per Unit	34	
Media Pore Size	10	µm
Chassis Material	304 SS	
Cover Material	GRP	
Self-Enclosed Tank Material	304 SS	
SEW Drive Motor	1.5	HP
Backwash Water Pump	25	HP
Backwash Pump Rated Flow	284	gpm
Influent Flange	ANSI 32"	
Effluent Flange	ANSI 28"	
Bypass Flange	ANSI 24"	
Mobile Automated Cleaning System	Included	
Controls System	Allen Bradley	
Unit Control Panel Enclosure Type	NEMA 4X	
Instrumentation - Level Sensors	One (1) lot	

A mobile Automated Cleaning System (ACS) is included as part of the equipment supply. The mobile ACS consists of a polyethylene tank, mag drive centrifugal pump, and chemical resistant hose mounted on movable trolley unit. The ACS unit is designed to connect via hose to the chemical spray header within a Discfilter unit, and the ACS connects via 480V receptacle to the control system. The control system will allow for operator initiation of the chemical clean process. Once initiated, the control system provides automatic operation and control of the cleaning process.

Process and Design Engineering

Kruger provides process engineering and design support for the system as follows:

- Equipment specifications for equipment supplied by Kruger.
- Technical instructions for operation and start-up of the system.
- Equipment location drawings and installation plans.
- Project specific O&M manuals.

Field Services

Kruger will furnish a Service Engineer at the time of start-up to inspect the installation of the completed system, place the system in initial operation, and to instruct operating personnel on the proper use of the equipment.

Hubgrade Extended Services

Kruger provides the Hubgrade Assist extended service plan as a standard benefit for all Hydrotech Discfilter customers. This valuable blend of on-site and remote support will ensure your filter remains operating in peak condition. Following is a short summary of the plan included.

Estimated Pricing

The estimated pricing for the Discfilter system, as defined herein, including process and design engineering, field services, and equipment supply is:

\$1,709,400

Please note that the above pricing is expressly contingent upon the items in this proposal and are subject to Kruger Standard Terms of Sale detailed herein. Due to current market conditions for fabricated metal items (e.g. steel and aluminum) this price is subject to change based on actual fabricated metal prices at time of order placement.

This pricing is DDP shipping point, with freight allowed to the job site. This pricing does not include any sales or use taxes. The price is valid for 30 days from the date of this Proposal. The proposed goods may be affected by the ongoing market fluctuations impacting material and shipping costs. Kruger reserves the right to re-evaluate the Proposal price prior to order acceptance..

The terms of payment are as follows: 10% on receipt of fully executed contract, 15% on submittal of shop drawings, and 75% on the delivery of equipment to the site. Payment shall not be contingent upon receipt of funds by the Contractor from the Owner, and there shall be no retention in payments due to Kruger. All payment terms are net 30 days from the date of invoice. Final payment shall not exceed 120 days from delivery of equipment. All other terms are per the Kruger Standard Terms of Sale.

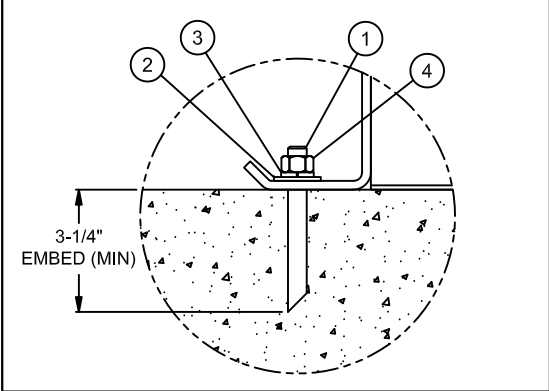
Estimated Schedule

- Shop drawings: submitted within 6-8 weeks of receipt of an executed contract by all parties.
- Equipment: delivered within 24-36 weeks of receipt of written approval of the shop drawings.
- Operation & Maintenance Manuals: submitted within 90 days of receipt of approved shop drawings.

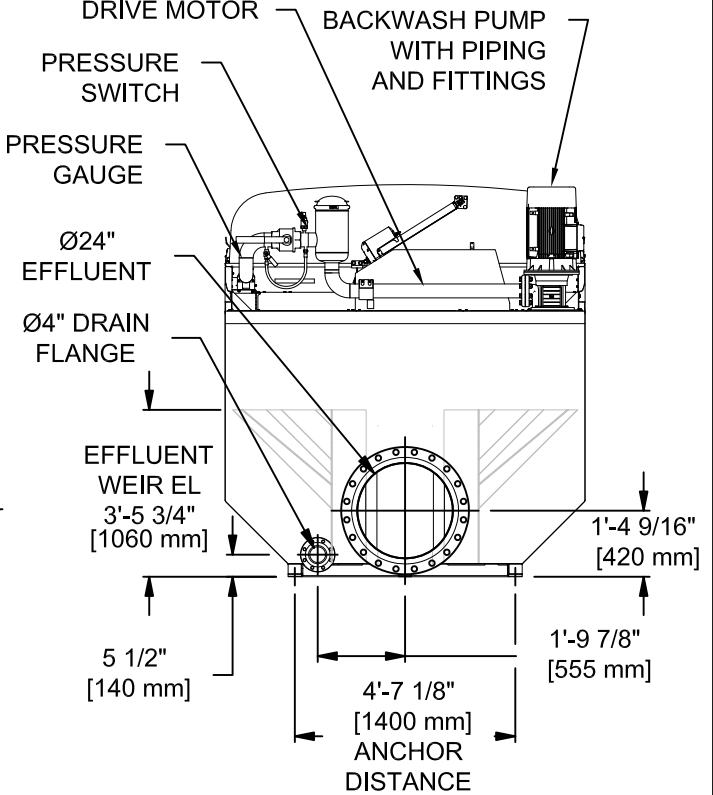
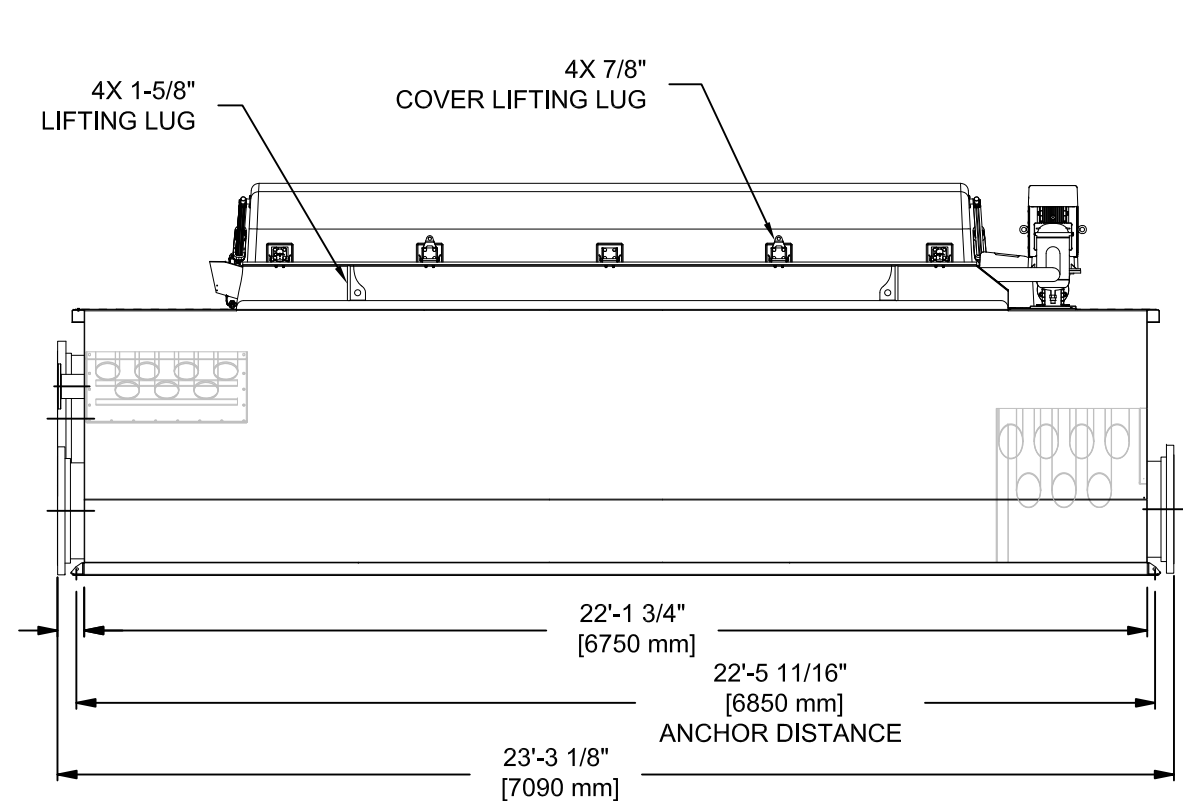
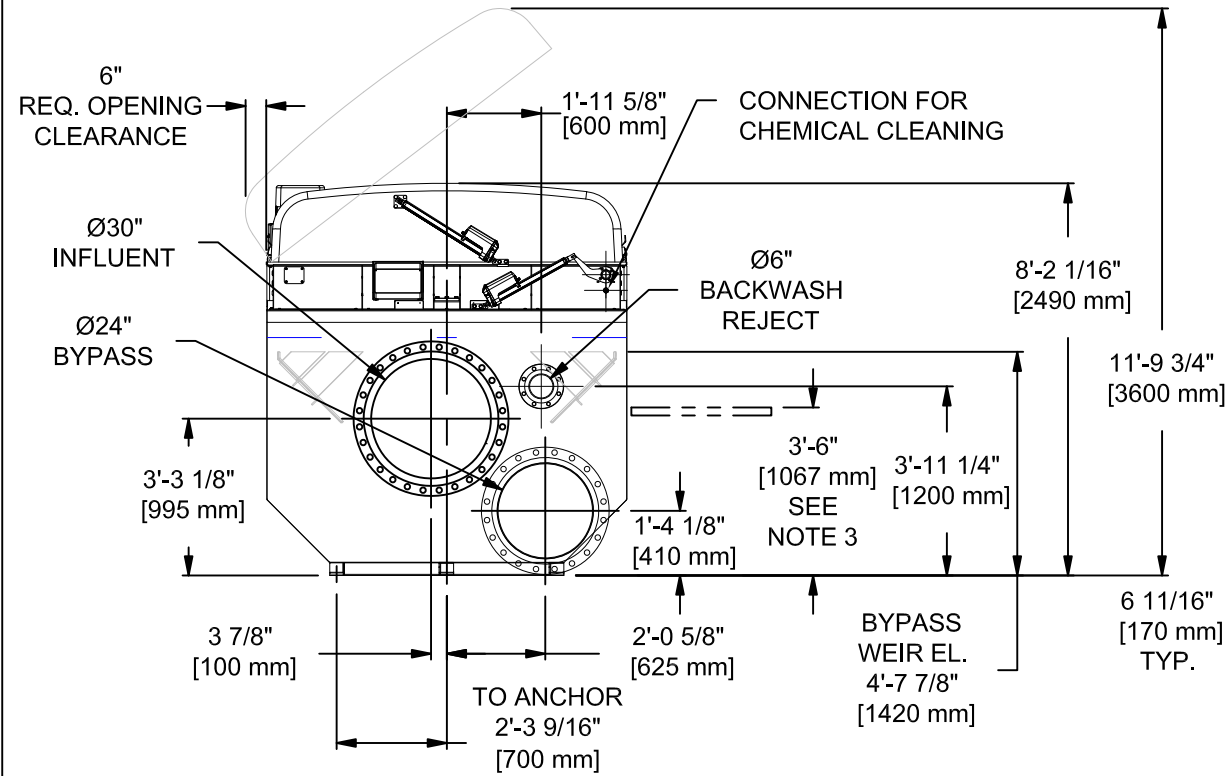
Kruger Standard Terms of Sale

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from beneficial use, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

1	1/2" THREADED ROD: ASTM F593 W/ B1.1 UNC THDS
2	1/2" FLAT WASHER: ASTM A240 304 SS. PLATE
3	1/2" LOCK WASHER
4	1/2" HEX NUT: ASTM F594 W/ B1.1 UNC THREADS



4X TYP DISCFILTER BASE FRAME ANCHOR



NOTES :

- ALL FLANGE CONNECTIONS: BOLT PATTERN ANSI B16.5. PLATE FLANGES: GALVANIZED.
- DIMENSIONS IN [] ARE MM.
- RECOMMENDED PLATFORM ELEVATION. PLATFORM TO BE SELF SUPPORTING AND MAY NOT BE ATTACHED TO THE FILTER. LOADS MAY NOT BE TRANSFERRED TO THE FILTER. PLATFORMS DESIGNED/PROVIDED BY OTHERS UNLESS STATED OTHERWISE.
- RECOMMENDED MAINTENANCE CLEARANCES: 24" AT FRONT & REAR OF FRAME (NEAR DRIVE, PUMP), 36" WIDE WALKWAY (SPRAY HEADER SIDE), 6" FRAME TO SIDEWALL.
- FOLLOW ANCHOR MANUFACTURERS GUIDELINES FOR SPECIFIC INSTALLATION REQUIREMENTS INCLUDING ANCHOR EMBEDMENT AND EDGE DISTANCE. ALL ANCHORS AND FASTENERS TO BE STAINLESS STEEL. APPLY ANTI-SEIZE TO ALL CONNECTIONS. ALL ANCHOR BOLTS SHOWN SHALL UTILIZE HILTI HIT-HY 200 ADHESIVE ANCHORING SYSTEM PER ICC ESR-3187.
- ALL GAPS BETWEEN FILTER BASE FRAME AND PAD LARGER THAN 1/8" SHALL BE SHIMMED/GROUTED OR SHAVED/CUT DOWN.
- TOP OF FILTER EQUIPMENT PAD CONCRETE (AT FOUR CORNERS) TO BE WITHIN +/- 1/8" OF STATED DRAWING ELEVATION TO ENSURE LEVELNESS.
- EFFLUENT WEIR ELEVATION TO BE WITHIN +/- 1/16" OF THE HYDRAULIC PROFILE ELEVATION. SHIM/GROUT TANK FILTERS. ON MULTI-UNIT LAYOUT, ALL EFFLUENT WEIRS SHALL BE WITHIN 1/8" OF ONE ANOTHER.
- UNLESS OTHERWISE STATED IN CONTRACT DOCUMENTS, ALL FASTENERS, ANCHOR BOLTS, AND APPURTENANCES FOR PIPING AND EQUIPMENT TO BE SUPPLIED BY INSTALLATION CONTRACTOR.
- ELEVATION DIFFERENCE BETWEEN LEFT AND RIGHT SIDES OF WEIR SHALL NOT DEVIATE MORE THAN 1/8". SHIM TANK FILTERS OR ADJUST WALL MOUNTED WEIRS AS NEEDED.
- SHIPPING WEIGHT:13,118 LBS, OPERATING WEIGHT: 53,132 LBS.

A	PRELIMINARY RELEASE	CDP	DSD	08.17.22
REV	DESCRIPTION	DRAWN	APPR	DATE

ALL INFORMATION CONTAINED ON THIS DOCUMENT IS THE PROPERTY OF KRUGER AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO KRUGER AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY SUBMITTED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF KRUGER. KRUGER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE USE OF THIS DOCUMENT OR THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN FOR ANOTHER PROJECT OR IN A MANNER THAT DOES NOT RELATE TO THE FITNESS OR PURPOSE OF THIS DOCUMENT. IN NO EVENT SHALL THIS DOCUMENT OR THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF KRUGER. ALL PATENT RIGHTS ARE RESERVED ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.



VEOLIA
 KRUGER
 4001 WESTON PKWY CARY, NC 27513 | (919) 677-8310

DISCFILTER HPF2234, TYPE 1F, SEPARATE BYPASS, RH UNIT DETAILS				
STANDARD	SCALE 1:48	DRAWING NO HPF.1F.2234.S.30.24.24	SHEET 1 of 1	REV A



Wildwood WRF

Florida

Engineer

CPH Engineers Inc.

Furnished by

Matt Williams

mwilliams@westech-inc.com

Represented by

Cameron Young

Moss-Kelley Inc.

Lake Mary, Florida

(407) 805-0063

cjy@mosskelley.com



WesTech Opportunity Number: 1860133
Monday, November 11, 2024



Item A – 10.00 MGD (PHF) SuperDisc™ System with Three (3) Model TD 2430-27 Disc Filters

Design Criteria	
Design Parameters	Value/Units
Average Design Flow	4.00 MGD
Peak Design Flow	10.00 MGD
Maximum Influent TSS	30.0 mg/l
Average Effluent TSS	5.0 mg/l
Influent Phosphorous	N/S
Effluent Phosphorous	N/S
Design Flow per Unit	5.00 MGD
Hydraulic Loading Rate	5.00 gpm/ft ²



Figure 1: TD Model

Scope of Supply

Filter Design Data	Value/Units
Total Number of Units	3
Number of filter Discs per unit available	30
Number of filter Discs per unit supplied	27
Filter Pore Size	10 µm
Filter Disc Diameter	2.4 m
Total Filter Area per Disc	72.0 ft ²
Submerged Filter Area per Disc	46.3 ft ²
Total Head Loss	17.52 in

Backwash Cleaning Data

Item	Value/Units
Number of Backwash Nozzles	486
Backwash Pump	Grundfos, 25.0 HP, 480 VAC, 60 HZ, 3 Ph motor
Backwash Pressure	109 psi
Backwash Flow	184 gpm
Backwash Header Motor	SEW, 0.16 HP, 480 VAC, 60 HZ, 3 Ph motor
Drive Motor	SEW, 3.00 HP, 480 VAC, 60 HZ, 3 Ph power

Filter Components

Item	Value/Units
Level Tank	316 SS
Reject Trough	316 SS
Footprint (per TD unit)	21.55 ft L x 8.99 ft W x 8.86 ft H
Filter Material	Polyester
Filter Frame Material	Reinforced Polyester
Rotor Drum	316 SS
Drum Shaft	316 SS
Backwash Nozzle Quantity	486
Backwash Nozzle Material	Ceramic
Backwash Strainer Material	316 SS strainer w/polyester coated steel housing
Backwash Isolation Valve	Butterfly, CI, Wafer Style
Backwash Pressure Valve	Ball Valve, 316 SS, Threaded
Access Hatches	FRP

Sizing

Weights and Footprint	Value/Units
Dry weight (per TD unit)	10582 lbs
Wet weight (per TD unit)	41888 lbs
Footprint (per TD unit)	21.55 ft L x 8.99 ft W x 8.86 ft H

Control Panel Components

Item	Value/Units
Panel	Hoffman NEMA 4X SS
PLC	Allen Bradley MicroLogix
HMI	8-inch PanelView Plus
Backwash Pump Motor Starter	Altivar
Drum Drive Motor Starter	Altivar

Spare Parts

Eight (8) SuperDisc cassettes and sixteen (16) backwash nozzles will be provided in total for the two (2) SuperDisc filters.

Field Service

A total of two (2) trips and four (4) days are included. The trips are to assist with installation inspection, system start-up, and operator training.

Optional Item A-1 – Deduct for 304 SS Self-Contained Tank Disc Filter System WesTech Model TD 2430-27

The self-contained tank model (TD) is also available in 304 stainless steel. The table below lists the material of construction of each filter component for item A-1.

Filter Components

Item	Value/Units
Level Tank	304 SS
Reject Trough	304 SS
Footprint (per TD unit)	21.55 ft L x 8.99 ft W x 8.86 ft H
Filter Material	Polyester
Filter Frame Material	Reinforced Polyester
Rotor Drum	304 SS
Drum Shaft	304 SS
Backwash Nozzle Quantity	486
Backwash Nozzle Material	Ceramic
Backwash Strainer Material	316 SS strainer w/polyester coated steel housing
Backwash Isolation Valve	Butterfly, CI, Wafer Style
Backwash Pressure Valve	Ball Valve, 316 SS, Threaded
Access Hatches	FRP

Quality Assurance Program

WesTech prides itself on its quality products and customer service. Recognizing the importance of continuous improvement, WesTech has developed a quality management system in order to meet our customer's needs for exceptional quality and service. This system is based on, and complies with, the International Organization for Standardization's ISO-9001 standard, and its technical U.S. equivalent ANSI/ASQC Q9001.

Items Not by WesTech

Electrical wiring, conduit or electrical equipment, piping, valves, or fittings, lubricating oil or grease, shop or field painting, field welding, erection, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, field service, (except as specifically noted).

Clarifications

- 1) The influent to the filter and dosing system must contain filterable particles using a 10-micron mesh cloth. If the particles are not of sufficient size and strength, any adjustments upstream of the filter and dosing system deemed needed are NOT BY WESTECH.
- 2) As with all 304 SS, it is recommended to evaluate the compatibility of all possible corrosion concerns in the air and water, especially with chlorides.
- 3) It is understood that if any of the influent characteristics are different, as stated in this proposal, during performance testing and causes the filter effluent to fall outside of this stated proposal effluent requirements, that these are deemed invalid. Any additional testing deemed needed is NOT BY WESTECH. Any modifications needed upstream of the filter is NOT BY WESTECH.
- 4) Access walkways, handrail, and stairs (if required) are NOT INCLUDED.
- 5) PLC programming has been included for WesTech equipment supply only and includes commissioning, with one year of on-line support. The one-year on-line support is only related to the proposed scope of supply and not for new programs.
- 6) SCADA programming is NOT INCLUDED.
- 7) All interconnecting wiring and conduit will be BY OTHERS.
- 8) All interconnecting piping and supports will be BY OTHERS.

Note: Any Item Not Listed Above to Be Furnished by Others.

This proposal has been reviewed and is approved for issue by Thomas Hardin on November 11, 2024.

SuperDisc™

The SuperDisc is a compact, low head filtration option from WesTech Engineering. The SuperDisc utilizes a polyester filtration material that is compression molded into a reinforced polyester frame.

Inside-out Filtration

Using an inside-out flow orientation, the SuperDisc maximizes filtration area while also adding accessibility and ease of operation. The SuperDisc operates by receiving the dirty water through the center of the unit. The clean water passes through the polyester barrier while retaining the solids on the inside of the discs. When the discs start to clog with the solids the water level rises in the influent chamber, eventually triggering a level probe, signaling the backwash.



Figure 1 - Disc Segment Installation

Backwashing

The filter is stationary except when backwashing.

When the filter enters into backwash mode, the backwash pump sprays a high-pressure wash against the surface of the discs. The discs then rotate and while in a vertical position, the solids are collected in a trough above the inlet chamber and are transported out the center of the filter.

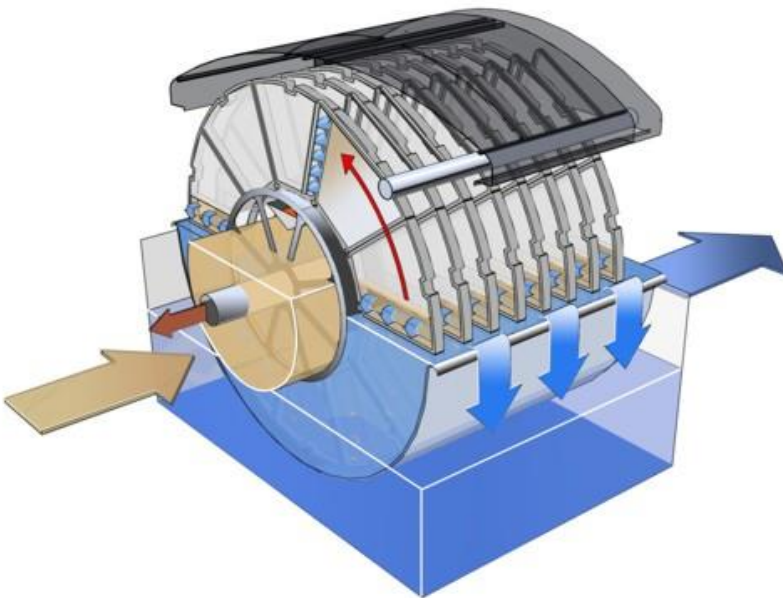


Figure 2 - How the SuperDisc Works

Title-22 Approved

The SuperDisc is Title-22 approved for water re-use and has been installed in over a hundred locations all over the world.

Budget Pricing

Proposal Name: Wildwood WRF

Proposal Number: 1860133

Monday, November 11, 2024

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	Matt Williams
Phone	801.265.1000
Email	mwilliams@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency US Dollars

Scope of Supply

A	SuperDisc™ System w/ Three (3) 316 SS Model TD 2430-27 Disc Filters	\$2,350,000.00
A-1	Deduct for 304 SS Disc Filter System w/ Three (3) 304 SS Model TD 2430-27 Disc Filters	(\$250,000.00)
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are for a period not to exceed 30 days from date of proposal.

Field Service

Daily Rate \$960

Prices do not include field service unless noted, but it is available at the daily rate plus expenses. The customer will be charged for a minimum of three days for time at the jobsite. Travel will be billed at the daily rate. Any canceled charges due to the customer's request will be added to the invoice. The greater of visa procurement time or a two week notice is required prior to trip departure date.

3. Payment Terms

Submittals Approved	15%
Release for Fabrication	35%
Net 30 days from Shipment	50%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

Submittals, after PO receipt	6 to 8 Weeks
Customer Review Period	2 weeks
Ready to Ship, after Submittal Approval	24 to 26weeks
Total Weeks from PO to Shipment	30 to 36weeks

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Freight: Prices quoted are **F.O.B. shipping point** with freight allowed to a readily accessible location nearest to jobsite. All claims for damage or loss in shipment shall be initiated by purchaser.

Paint: If your equipment has paint included in the price, please take note to the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

Five-Year Warranty

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in design of reliable equipment.

Equipment manufactured and sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship; and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within five (5) years from shipment to the purchaser. Such repair or replacement shall be free of charge for all items except for those items, such as resin, filter media and the like that are consumable and normally replaced during maintenance with respect to which repair or replacement shall be subject to pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period; and is limited to repair or replacement as aforesaid.

This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, nor for any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components manufactured by others. The warranty which applies to such items is that offered by their respective manufacturers.

Tom Manning

From: Lance Clark <lclark@heywardfl.com>
Sent: Tuesday, November 5, 2024 12:17 PM
To: Tom Manning
Subject: [EXTERNAL] Wildwood, FL - DAVCO Temporary Treatment Plant

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL - Please be cautious when opening links or attachments

Tom,

Budget price to manufacture, deliver, unload, field install, field paint and start-up one (1) 1,000,000 GPD above ground Davco™ field erected WWTP with an Aeration Zone, Pre-Anoxic Zone, Digester Zone, and center Clarifier. Plant has a 56.5' diameter clarifier and 123' diameter outer wall.

Highlighted Included Components

- Hydrostatic steel inner and outer tank walls
- Three (2) hydrostatic steel bulkheads and (1) non-hydrostatic steel bulkhead
- Peripheral air header & peripheral walkway
- Mixer for pre-anoxic zone
- Plant access stairway assembly
- Clarifier drive and internals
- Plant bridge assembly
- Control panel for mixer and drive controls
- Digester aeration equipment (fine bubble grids/drops supplied by others)
- RAS/WAS system w/ steel sludge airlift with valve & discharge piping

Notes

- Assumes 7 day work weeks, 10 hours per day
- Concrete work/Installation of base rings are excluded

Budget price is **\$3,750,000** dollars.

Two (2) Used Tertiary Disc Filters

- Two used 304SS packaged tertiary disc filters, rated for 1 mgd average flow, 2 mgd peak flow
- Filters will be sold on a first come first serve basis.
- Start-up is included.
- No electrical included.
- Installation is not included for the filters as of now.

Budgetary Price is **\$420,000** dollars.

Submittals: 10-12 weeks

Submittal Approval: 4 weeks

Equipment: 20-22 weeks after submittal approval

Installation/Field Coating: 12-14 weeks

Thanks,

Lance A. Clark

Northwest Florida Sales Representative



229-224-7453 (cell)

[415 Country Club Drive](#)

[Winter Park, FL 32789](#)

www.HeywardFL.com

www.H2SControl.com

CITY COMMISSION OF THE CITY OF WILDWOOD
EXECUTIVE SUMMARY

SUBJECT: City Charter Discussion

REQUESTED ACTION: For information only.

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Commissioner Elliott asked for a discussion on the City Charter to be placed on the agenda.

PART I – CHARTER

ARTICLE I. – ESTABLISHMENT OF MUNICIPALITY

The City of Wildwood's municipal government existing under the name of the City of Wildwood was created by Chapter 9950 of the Special Acts of Florida of 1923 as amended and as re-created by Chapter 57-1950 of the Special Acts of Florida of 1957 as amended.

The municipal government existing under these acts was abolished by referendum on December 2, 2003, under Ordinance No. 411. Said referendum established the municipality to be called the "City of Wildwood", in the County of Sumter, State of Florida, and created, organized, and established the City as a municipal body politic and corporate in perpetuity, under the name of "THE CITY OF WILDWOOD". Additional changes occurred under Ordinance No. 02010-15, approved at referendum on December 7, 2010.

No lawful debts, obligations, or contracts of the said City of Wildwood as created by Chapter 57-1950 of the Special Acts of Florida of 1957 as amended or abolished by referendum on December 2, 2003, under Ordinance No. 411, as amended, were impaired or voided; but such debts and obligations passed to and were binding upon the municipality which was organized and created thereby.

Section 1-1. – Purpose.

We, the people of the City of Wildwood, Florida, desiring to avail ourselves of the right to establish a home rule charter form of government so, in accordance with the Constitution and the Laws of the State of Florida, ordain and establish this Charter and form of government for the City of Wildwood, Florida.

Section 1-2. – Body corporate and politic.

The inhabitants of the City of Wildwood, Florida, as its boundaries are established pursuant to Article I, Section 8, shall be and continue to be a body politic and corporate to be known and designated as "THE CITY OF WILDWOOD, FLORIDA", and as such shall have perpetual succession.

Section 1-3. – Rights and liabilities in succession.

The City of Wildwood created and organized under this Charter shall succeed to, own and possess all property, real, personal or mixed, all uncollected taxes, dues, claims, judgements, decrees and choses in action, heretofore owned, possessed or held by the City of Wildwood under its former organization and shall have, exercise, and enjoy all the rights, immunities, powers, benefits, privileges, and franchises which are now possessed or held by it.

Section 1-4. – Obligations unimpaired.

No lawful debts, obligations, or contracts of the said City of Wildwood as created by Chapter 57-1950 of the Special Acts of Florida or 1957 as amended, and by the Charter adopted on December 2, 2003, as amended, shall be impaired or voided by this Charter; but such debts and obligations shall pass to and be binding upon the municipality which is hereby organized and created.

Section 1-5. – Validity of prior assessments unimpaired.

Nothing in this Charter shall be construed to impair the validity of any assessment of taxes by the City of Wildwood prior to the passage of the same or any tax sale made pursuant to any such prior assessment.

Section 1-6. – Assessments, etc., validated.

All tax sales and general and special assessments heretofore made by said City are hereby ratified and confirmed and declared to be legal and valid.

Section 1-7. – Authority continues to levy taxes and ad valorem taxes.

Neither the provisions of this Charter, nor the taking effect of the same shall in any way affect, alter, or impair the authority of the City of Wildwood to continue to levy in the same manner and to the same extent as it would be able to do were it not for the enactment of this Charter.

Section 1-8. – Corporate limits.

The corporate boundaries of the City of Wildwood shall be established by ordinance and shall remain fixed as existing on the date this Charter takes effect. The City of Wildwood shall have the power to change its boundaries in the manner prescribed by law.

Section 1-9. – Citing.

This Charter shall hereafter be referred to as the “Charter of the City of Wildwood”, a municipal corporation of Florida.

Section 1-10. – Definitions.

1. Whenever the word “Charter” is used, it shall mean this “act.”
2. Whenever in this act the word “City” is used, it shall be construed to mean the City of Wildwood, if the context shall permit such construction.
3. Whenever the term “state law” is used, it shall mean the constitution, statutes, or other general laws of the State of Florida.
4. Whenever publication or notice is required in any newspaper, it shall mean a newspaper published in the county, or one of general circulation in the county.
5. Whenever the term “Manager” is used, it shall mean “City Manager.”

ARTICLE II. – GENERAL MUNICIPAL POWERS

Section 2-1. – Territorial jurisdiction.

The jurisdiction and powers of the City shall extend over all streets, alleys, sewers, parks, and all lands within said area, whether platted or unplatted and the air above same; and to and over all waters, waterways, streams, drainage ditches, and canals; and to and over all persons, firms and corporations, property and property rights, occupations, businesses and professions, whatsoever within its boundaries.

The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, sewers within the City, and all other property and municipal plants of the City now owned, possessed, or operated by the City and all property of every kind and character which the City now has or may hereafter acquire within or outside the City or which may vest in it or be dedicated to it, for its use for the public use shall be vested in the City as created under this Charter.

Section 2-2. – Seal.

The official seal of the City shall bear the legend “City of Wildwood, Sumter County, Florida” (SEAL), “originally established May 16, 1889 and subsequently reestablished in 1973 or as amended by the City Commission of the City of Wildwood”.

Section 2-3. – Powers, rights, and liabilities.

The City shall have, and may exercise, all government, corporate, proprietary, police, and other powers allowed by law without limitation to enable it to conduct municipal government, perform municipal function, and render municipal services. These powers shall include, but not be limited to, any powers provided for under state law at the time of enactment of this amendment to the City of Wildwood Charter. The City may exercise any power for municipal purposes except as expressly prohibited by law.

Section 2-4. – Construction.

The powers of the City shall be construed liberally in favor of the City, limited only by the constitution, general and special law, and specific limitations in this Charter.

ARTICLE III. – CITY COMMISSION ADMINISTRATION

Section 3-1. – Form of government.

The form of government of the City, provided for under this Charter, shall be that known as the “Commissioner-Manager” form.

Section 3-2. – Composition of City Commission.

There shall be a City Commission (hereinafter described as “Commission”) with the legislative powers of the City vested therein, except as otherwise provided herein. The City Commission shall consist of a Mayor-Commissioner and four (4) members (hereinafter described as “Commission Members”) whose term of office shall be four (4) years and who shall be elected by the City electors at large. The seats on the City Commission shall be identified as seats one through five. There shall be no term limits imposed upon any Commission Member and each Commission Member shall be eligible for reelection at the end of their respective term.

Section 3-3. – Powers of the City Commission.

1. *Generally.* The City Commission shall have the legislative powers of the City, including the power to pass ordinances, adopt resolutions, and appoint such officers, boards, and commissions by resolution as is provided in this Charter and to exercise all other powers provided for by this Charter and federal, state, and local law.

2. *Exceptions.* All powers of the City, except as otherwise provided by this Charter or by state law, are hereby vested in the City Commission; and except as otherwise provided by this Charter or by state law, the City Commission may by ordinance or resolution prescribe the manner in which any powers of the City shall be exercised.

Section 3-4. – Functions and power of the Mayor-Commissioner.

The Mayor-Commissioner shall preside at meetings of the City Commission, shall retain all rights and privileges provided for members of the City Commission in this Charter, shall be recognized as head of City government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds, bonds, revenue certificates, negotiable instruments, evidence of indebtedness, or other instruments in writing to which the City shall be a party when authorized so to do by the City Commission, and as the City official designated to represent the City in all agreements with other governmental entities or certifications to other governmental entities. The Mayor-Commissioner shall have no other administrative duties except as required to carry out the responsibilities herein.

The Mayor-Commissioner shall have the right to vote upon all questions and matters before the City Commission, but there shall be no veto power vested in the Mayor-Commissioner. He or she shall vote last upon the roll call of City Commissioners.

Section 3-5. – Selection and duties of Mayor-Commissioner pro tem.

At the first regular meeting following each regular municipal election, at which meeting newly elected City Commissioners assume their duties of office, the five (5) City Commissioners shall select one of their number, exclusive of the Mayor-Commissioner, to act as Mayor-Commissioner pro tem. The Mayor-Commissioner pro tem, when selected by a majority vote of the City Commissioners voting, shall have all the powers and duties of the Mayor-Commissioner in the absence of the Mayor-Commissioner or his or her inability to act, whether by reason of his or her death, resignation, impeachment, sickness, mental or physical, or for any other reason and the City Clerk shall certify as to the absence from the City of the Mayor-Commissioner or his or her inability to act, upon demand, when the Mayor-Commissioner is absent from the City or unable to act.

Section 3-6. – Compensation and expenses.

The City Commission may determine the annual salary of Commission Members by ordinance. However, no ordinance increasing such salary shall become effective until the date of commencement of the term of Commission Members elected at the next General Election. Each Commission Member shall be entitled to reimbursement for allowable expenses in accordance with City ordinances.

Section 3-7. – Vacancies; forfeiture of office; suspension; recall; filling of vacancies.

1. *Vacancies.* A vacancy in the office of the Mayor-Commissioner or of a City Commission seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

2. *Forfeiture of office.* The City Commission shall have the power and authority to impeach or remove the Mayor-Commissioner or any member of the City Commission after due notice to said member and an opportunity to be heard in his or her defense. The Mayor-Commissioner or any other

Commission Member shall forfeit his or her office upon determination by the City Commission, acting as a body, that he or she:

- a. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
- b. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication of guilt has been withheld;
- c. Is convicted of a first degree misdemeanor arising directly out of his or her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;
- d. Is found to have committed a crime of moral turpitude or has violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law;
- e. Is absent from three consecutive regular City Commission meetings without being excused by the City Commission;
- f. Has demonstrated or shown incompetence, corruption, misconduct, malfeasance while in office; or
- g. For any other good and sufficient causes.

3. *Suspension from office.* The Mayor-Commissioner or any other Commission Member shall be suspended from office by the City Commission acting as a body upon return of an indictment or issuance of any information charging the Commission Member or Mayor-Commissioner with any crime which is punishable as a felony or with any crime arising out of his or her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

- a. During the period of suspension, the Mayor-Commissioner or the Commission Member shall not perform any official act, duty, or function or receive any allowance, emolument, or privilege of office.
- b. If the Mayor-Commissioner or the Commission Member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the City Commission, and the Commission Member or Mayor-Commissioner shall be entitled to receive full back allowances and such other emoluments as he or she would have been entitled to had the suspension not occurred.

4. *Recall.* The qualified voters of the City shall have the power to recall and to remove from office any elected official of the City as provided by state law.

5. *Filling of vacancies.*

- a. If, for any reason other than recall, a vacancy occurs in the office of Mayor-Commissioner, the Mayor-Commissioner pro tem shall assume the position of Mayor-Commissioner. A Special Election shall be called as outlined in Section 5-5(3)(a) of Article IV

within thirty (30) days following the occurrence of such vacancy. The Special Election for Mayor-Commissioner shall be for the remainder of the unfilled term.

b. If, for any reason other than recall, a vacancy occurs in the office of any City Commission seat within the first two (2) years of a term, the office shall be filled by appointment within thirty (30) days following the occurrence of such vacancy by a majority vote of the remaining Commission Members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two (2) years of the original term, thereby continuing the original staggering of district seats.

c. If, for any reason other than recall, a vacancy occurs in the office of any City Commission seat within the last two (2) years of a term, the office shall be filled by appointment within thirty (30) days following the occurrence of such vacancy by a majority vote of the remaining Commission Members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

d. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election.

e. Any person appointed to fill a vacant seat on the City Commission is required to meet all the qualifications for office.

Section 3-8. – Conduct of meetings.

1. *Rules.* The City Commission shall conduct its meetings in accordance with Roberts Rules of Order. The City Commission may adopt its own rules and procedures from time to time by resolution or ordinance.

2. *Disruptive, disorderly persons; contempt.* The City Commission shall have the power to expel any member of the audience who is disorderly while the City Commission is in session.

Section 3-9. – Regular meetings.

On the second Monday in January, at 7:00p.m., the City Commission shall meet at the usual place of holding meetings, at which time the newly elected City Commissioners shall take office. Thereafter, the City Commission shall meet regularly at least once in every month at such times and places as the City Commission may prescribe by rule or resolution.

The meetings of the City Commission shall be open to the public, and any citizen shall have access to the minutes and records thereof at all reasonable times and under the supervision of the City Clerk of his or her designee.

Section 3-10. – Manner of calling special meetings.

Special meetings may be held on the call of the Mayor-Commissioner, Mayor-Commissioner pro tem, a majority of Commission Members, or the Manager upon proper notice to each Commission Member which may be served personally, transmitted by electronic mail to the address last filed by each Commission Member with the City Clerk, or left at the Commission Member's usual place of residence or business. The regularity or validity of any proceedings, taken at any special meeting at which a

majority of members of the City Commission and the Manager is present, shall not be questioned on account of any omission or irregularity in calling such special meeting.

The public shall be properly noticed as required under state law.

Section 3-11. – Required vote for City Commission action.

The affirmative vote of three members of the City Commission shall be necessary to adopt ordinances and resolutions. The vote on all ordinances and resolutions shall be taken by yeas or nays and entered in the minutes kept by the City Clerk or his or her designee. No other action of the City Commission shall be valid or binding unless adopted by the affirmative vote of a majority of a quorum present. No Commission Member shall be excused from voting, except on matters involving the consideration of his or her own official conduct or when his or her financial interests are involved.

The majority of the City Commission must be physically present to constitute a quorum. A lesser number may adjourn from time to time and compel the attendance of absent members in such a manner and under such penalties as may be prescribed by ordinance.

Section 3-12. – Committees.

The City Commission shall provide by ordinance or resolution for such standing and ad hoc committees as they deem necessary, fixing the number of members that shall compose each respective committee, and prescribing their responsibilities and duties.

Section 3-13. – Interference with appointment of employees or City officers.

1. *Appointments and removals.* Except as otherwise provided in this Charter, neither the City Commission nor any of its members shall in any manner dictate the appointment or removal of any City officers or employees whom the Manager or his or her subordinates are empowered to appoint. However, the City Commissioner may express its views and fully and freely discuss with the Manager anything pertaining to appointment and removal of such officers and employees.

2. *Interference with administration.* Except for the purpose of inquiries and investigations, the Mayor-Commissioner and the Commission Members shall deal with City officers and employees who are subject to the direction and supervision of the Manager solely through the Manager, and neither the Mayor-Commissioner nor the Commission Members shall give orders to any such officer or employee, either publicly or privately, except as provided herein. Nothing in the foregoing is to be construed to prohibit the Mayor-Commissioner or Commission Members from closely scrutinizing, by questions directed to the Manager and personal observation, all aspects of City operations so as to obtain independent information to assist in the formulation of sound policies to be considered by the City Commission. It is the express intent of this Charter, however, that recommendations for improvement in City operations by the Mayor-Commissioner and individual Commission Members be made to and through the Manager, so that he or she may coordinate the efforts of each department to achieve the greatest possible savings through the most efficient and sound means available. Nothing in the foregoing will preclude any Commission Member from giving an order to any City officer or employee who is in the process of performing an act which is in violation of this Charter, municipal ordinance or policy, state law, or in such a manner as to endanger life or property.

3. *Holding another office.* No former Commission Member shall hold any compensated appointive City office or employment until one year after the expiration of the term for which he or she

was elected. No individual may qualify as a candidate for public office who holds another elective or appointive office, whether state, county, or municipal, the term of which or any part thereof runs concurrently with the term of office for which he or she seeks to qualify without resigning from such office not less than ten (10) days prior to the first day of qualifying for the office he or she intends to seek. Said resignation shall be effective no later than the date upon which he or she would assume office, if elected to the office to which he or she seeks to qualify, the expiration date of the term of the office which he or she presently holds, or the General Election day at which his or her successor is elected, whichever occurs earliest.

Section 3-14. – Ordinances and resolutions.

Ordinances and resolutions shall be enacted as provided by general law.

Section 3-15. – Records of ordinances and resolutions.

1. *Codification of ordinances.* The City Commission shall keep a properly indexed book to provide for the authentication and recording in full of all ordinances adopted by the City Commission, and the same shall at all times be a public record. The City Commission shall further maintain a current codification of all ordinances. Such codification shall be printed and be made available to the public.

2. *Record of resolutions.* Every resolution shall upon its final passage be kept in a properly indexed resolution book and shall be authenticated by the signature of the presiding officer and the City Clerk. The record shall be verified with the resolution passed. After any resolution has been copied into the resolution book and authenticated by the signature of the presiding officer and the City Clerk, such copy shall be the official resolution, and certified copies of same may be obtained upon request.

3. *Minutes of meetings.* The City Commission shall keep minutes of all meetings in accordance with state law.

4. *Execution of ordinances and resolutions.* All ordinances or resolutions of the City Commission shall be signed by the Mayor-Commissioner or in the Mayor-Commissioner's absence, by the Mayor-Commissioner pro tem, or in the absence of both, by the Acting Mayor-Commissioner, and attested to by the City Clerk. A copy of any ordinance or resolution therefrom, certified by the City Clerk under the seal of the City, shall be received in evidence in any court of the State of Florida.

Section 3-16. – Certified copies of official documents admissible in evidence.

Certified copies of the records, papers, and books of the City and the City officials shall be admissible in evidence in all courts when certified by the lawful custodian of same and attested by said custodian under seal of the City.

Section 3-17. – Oath of office.

Every officer of the City shall, before entering upon the duties of his or her office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk. Such oath shall be in the form prescribed for state officers by the Constitution of the State.

ARTICLE IV. – ADMINISTRATIVE OFFICERS AND DEPARTMENTS

Section 4-1. – Officers.

1. *City Manager.* There shall be a City Manager ("Manager"), who shall be the administrative officer of the City. The Manager shall be responsible to the City Commission for the administration of all City affairs placed in his or her charge by or under this Charter.

2. *Police Chief.* There shall be a Police Chief who shall be designated as the chief law enforcement officer of the City and shall be responsible to the Manager. The Police Chief shall be appointed by the City Commission upon recommendation of the Manager and shall serve under the direction and supervision of the Manager. The City Commission may, at its discretion, enter into a contract with a third party for the provision of law enforcement services. Where the City Commission enters into a contract with a third party, there shall be no need for a Police Chief.

3. *Limitation.* The offices of the Manager and Police Chief shall not be combined.

4. *City Clerk.* There shall be a City Clerk appointed by the Manager subject to City Commission approval, who shall keep the minutes and shall be records custodian.

5. *City Attorney.* The City Commission may employ an attorney or attorneys from time to time, or by the year, to perform such legal services as the City Commission may authorize, designate, and pay such attorney for services rendered.

Section 4-2. – City Manager: appointment; qualifications; compensation.

The City Commission may appoint a Manager who shall be the administrative head of the City government, under the direction and supervision of the City Commission, and who shall hold office at the pleasure of the City Commission. He or she shall receive such compensation as the City Commission may set by resolution or contract. He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, and shall be over the age of 21 years. The City Commission shall have discretion to require that the Manager reside within the City during his or her term of office, but he or she need not be a resident of the city, county, or state at the time of his or her appointment.

Section 4-3. – Acting City Manager.

During the absence or disability of the Manager, the City Commission may by resolution designate a person with sufficient experience and training to temporarily execute and undertake the executive functions and administrative duties of the office of City Manager. The person thus designated shall have the same powers and duties as the Manager, and shall be known while so serving as "Acting City Manager."

Section 4-4. – Removal.

The Manager or Acting City Manager may be removed by the City Commission at any time. However, if removed at any time after having served six months, the Manager may be removed only by the passage of a resolution, designating such removal. The City Commission may suspend him or her from office pending such removal; such suspension may last up to 90 days unless extended by further action of the City Commission. There shall be no appeal by the Manager from the City Commission's action to remove the Manager and the action of the City Commission shall be final and conclusive. The Manager is deemed to have knowledge of this provision of the Charter at the time of his or her employment and such provision shall be construed as a part of his or her contract of employment, if not

specifically included in the contract. The City Commission may provide for additional or alternative removal provisions in any contract entered into by the City Commission and the Manager.

Section 4-5. – Manager: powers and duties.

The Manager shall:

1. Appoint, and when he or she deems it necessary for the good of the City, suspend or remove City employees, heads of department, and appointive administrative officers provided for, by, or under this Charter, except as otherwise provided by law or personnel rules adopted pursuant to this Charter. The Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise any and all necessary powers with respect to subordinates in that department head's or officer's department, office, or agency;
2. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law. With the consent of the City Commission, the Manager may serve as the head of one or more departments, offices, or agencies or may appoint one person as the head of two (2) or more such departments, offices, or agencies;
3. Attend all City Commission meetings and shall have the right to participate in the discussions of the City Commission but may not vote;
4. Ensure that all laws, ordinances, provisions of this Charter, and acts of the City Commission, subject to enforcement by him or her, or by officers subject to his or her direction and supervision, are faithfully executed;
5. Prepare and submit the annual budget and capital program for all departments of the City to the City Commission;
6. Submit to the City Commission and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
7. Make such other reports as the City Commission may require concerning the operations of City departments, offices, and agencies subject to his or her direction and supervision;
8. Keep the City Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the City Commission concerning the affairs of the City as he or she deems desirable, or as directed by the City Commission;
9. Sign contracts on behalf of the City pursuant to City Commission directive, if signature by the Mayor-Commissioner is impractical under the circumstances; and
10. Perform such other duties as are specified in this Charter or may be required by the City Commission.

Section 4-6. – City Attorney: qualifications; residency; powers; duties.

The City Attorney shall be the chief legal advisor of the City. At the discretion of the City Commission, the City Attorney may either be retained in-house or be independently retained under contract.

1. *Qualifications.* The City Attorney shall be a member of the Florida Bar and in good standing with the Florida Bar.

2. *Residency.* If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this six-month period may be extended by the City Commission for an additional six-month period. If City Attorney services are independently contracted, such attorney need not be a resident of the City.

3. *Powers and duties.* The City Attorney:

a. Shall serve as chief legal advisor to the City Commission, the City Manager, and all City departments, offices, City advisory boards, Commission-appointed committees, and agencies.

b. If in-house, the City Attorney shall have the discretion to appoint, suspend, or remove such assistant attorneys as may be required. The remainder of the staff of the office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City. If City Attorney services are contracted, the Manager may appoint, suspend, or remove any in-house assistant attorneys as may be required.

c. The City Attorney or designee is required to attend all City Commission meetings unless excused by the City Commission. Further, the City Attorney shall perform such other professional duties as may be required by law or by the City Commission in furtherance of the law. The City Attorney may represent the City in all legal proceedings.

4. The City Commission may remove the City Attorney for any reason with good cause shown, by a majority vote of its total membership, at any properly noticed regularly scheduled or special meeting.

Section 4-7. – Police Chief: powers and duties.

1. The Police Chief shall be the chief law enforcement officer of the City and shall aid in the enforcement of order in the City. He or she shall perform such duties appropriate to his or her office as may be imposed upon him or her by the law, the ordinances of the City, the direction of the Manager, or the City Commission.

2. He or she shall be head of the police department and charged with the responsibility of supervising and directing the enforcement of all state and local laws and ordinances applicable to the City, except when the City Commission has entered into a contract with a third party to provide such services.

3. The Police Chief shall perform such other duties that are specified by the Manager.

4. The Police Chief shall attend in-person or by deputy all meetings of the City Commission.

5. The City Commission shall have discretion to require that the Police Chief reside within the City during his or her term of office, but he or she need not be a resident of the city, county, or state at the time of his or her appointment.

Section 4-8. – City Clerk: powers and duties.

The City Clerk shall be head of the department of records and custodian of all official records of the City, be responsible to the City Commission for the proper administration of all affairs concerning the records of the City placed under the City Clerk's authority under this Charter, and shall:

1. Serve as Clerk to the City Commission and recorder of all its official actions, including, but not limited to, keeping minutes of its proceedings;
2. Attest all bonds, contracts, and other instruments on behalf of the City;
3. Maintain all documents and records in the custody of the Clerk in accordance with Florida law and authenticate documents of the City where required and be custodian of the City seal; and
4. Administer oaths required or authorized under any state law, ordinance, or this Charter.

Additionally, the City Clerk may act as the Chief Financial Officer of the City. The City Clerk shall also perform such other duties as prescribed by law or by this Charter or by any ordinances of the City or by direction of the City Commission or the Manager.

Section 4-9. – Compensation of officers and employees.

The City Commission shall by resolution or contract set the compensation of the Manager, Police Chief, and City Attorney. The Manager, with the approval of the City Commission, shall fix the compensation and rate of pay of all other officers and employees of the City.

ARTICLE V. – ELECTIONS

Section 5-1. – Initiative and Referendum.

Initiative and Referendum issues shall be governed by applicable state law.

Section 5-2. – Nonpartisan elections.

All qualifications and elections for the office of City Commissioner shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation of any nominee or any nomination petition or ballot.

Section 5-3. – Qualifications for City Commissioners.

1. To be eligible to hold the office of City Commissioner or Mayor-Commissioner of the City or to qualify for nomination or election as such, the candidate shall be a bona fide resident of the City, the State of Florida, and a citizen of the United States of America and shall be duly qualified to vote at each respective city, state, and national election and shall be otherwise qualified as is provided in this Charter and shall hold no other public elective office. Candidates for nomination or election for the office of City Commissioner or Mayor-Commissioner shall comply with all the rules and regulations set out in this Charter as to their conduct. Any City Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office.

2. Unless the City Commission has voted to authorize the Supervisor of Elections to provide qualifying for candidates, candidates for City Commission shall qualify as candidates upon application to the City Clerk, in conformity with the state law and ordinances pursuant thereto. If the City Commission

has authorized the Supervisor of Elections to provide qualifying for candidates, the candidate shall qualify upon application to the Supervisor of Elections. Qualifications shall occur at the same time as qualification for the state general election and shall be pursuant to state law.

3. No candidate for the office of City Commissioner shall promise any money, office employment, or other thing of value to secure a nomination or election or any vote therein. A violation of this provision shall disqualify the candidate from holding the office if elected, and the person receiving the next highest number of votes, who has observed the foregoing conditions, shall be entitled to the office.

Section 5-4. – Election procedure.

All elections shall be held and conducted in accordance with the provisions of state law and changes therein and future amendments thereto except as otherwise provided by this Charter or by the present or future ordinances of the City.

Every elector shall be entitled to vote for one candidate for each City Commission seat up for election. The candidate for each seat receiving the highest number of votes cast shall be declared elected.

If necessary, the City Commission may, by ordinance, further prescribe the method and manner of holding all elections in the City and may enter into agreements with the Sumter County Supervisor of Elections. The Supervisor of Elections may conduct and oversee a city-wide election in accordance with applicable Florida Statutes.

Unless otherwise dictated by ordinance of the City Commission, elections involving multiple candidates (when two (2) or more person qualify as candidates for the office of any of the designated seats of the City commission) or single candidates (where only one person qualifies as a candidate for the office of any of the a designated seats of the City Commission) shall be handled in accordance with state law.

In the event no candidates qualify, the procedure in Section 3-7(5) of Article III will be followed.

Section 5-5. – Schedule of regular elections.

The regular City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections.

1. An election to fill a vacant City Commission seat, when there is more than half of the term remaining, shall be held during the next regularly scheduled election, as outlined in Section 3-7(5)(b) of Article III. Such election shall be for the remaining two (2) years of the original term.

2. An election to fill a vacant City Commission seat, when there is less than half of the term remaining, shall be filled at the next regularly scheduled election, as outlined in Section 3-7(5)(c) of Article III. Such election shall be for a four (4) year term.

3. *Schedule for special elections.*

a. A special election for a vacant position of Mayor-Commissioner shall be called within thirty (30) days and the City Commission shall, by resolution, fix the time for holding of

such election, as outlined in Section 3-7(5)(a) of Article III. Such special election for Mayor-Commissioner shall be for the remainder of the vacant term.

b. All other special municipal elections shall be held in the same manner as regular elections and the City Commission shall, by resolution, fix the time for holding of such elections.

Section 5-6. – Registration of electors.

Any person who is a resident of the City and has resided in the City for a period of ninety (90) days, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.

Section 5-7. – Canvassing and qualification.

1. Unless a majority of the City Commission votes to utilize the Supervisor of Elections for qualifying of candidates and conducting the election and the county canvassing board for canvassing the election, the City Commission shall conduct the election and shall have the authority to determine the qualification of its members, subject to review by the courts.

2. If the City Commission has not authorized the county canvassing board to canvass the election, at the time that the City Commission meets to canvass the results of any election, any registered elector of the City shall be entitled to file with the City Commission an affidavit setting out the facts showing that a candidate has violated the provisions of this Charter as to the manner of his or her election, or is otherwise unqualified to hold office, and the City Commission shall take proof at such meeting and declare the results.

3. The City Commission may by ordinance authorize the Supervisor of Elections to provide for qualifying of candidates and conduct the election and for the county canvassing board to canvass the election. If the City Commission provides the Supervisor of Elections and the county canvassing board with such authority, then the Supervisor of Elections shall be responsible for the qualifying of candidates and conducting the election and the county canvassing board shall canvass the election. Once an ordinance is enacted authorizing the transfer of these responsibilities, the Supervisor of Elections and the county canvassing board shall retain this authority at all subsequent elections unless the City Commission enacts a subsequent ordinance transferring such responsibility back to the City. Any such ordinance must be enacted and provided to the Supervisor of Elections and county canvassing board at least one year prior to the next general election.

ARTICLE VI. – FINANCE AND TAXATION

Section 6-1. – Fiscal year; annual audit; quarterly reports.

The City's fiscal year shall begin on October 1st of each calendar year and end on September 30th of each calendar year. An annual audit report proposed in compliance with state law shall be provided to the City Commission after the close of the fiscal year. The Manager shall provide revenue and expenditure analysis reports at least quarterly to the City Commission.

Section 6-2. – Adoption of budget; notice; amount of millage.

The City Commission shall follow state law in setting millage rates and adopting an annual budget. The City Commission shall, by resolution, adopt a budget on or before September 30th of each

year. The City Commission shall comply with the requirements of state law for notice and public hearings related to the adoption of the annual budget.

Section 6-3. – Authority of City to levy taxes.

The City Commission shall have the power to raise such a sum of money by taxation and levy upon the taxable property in the City such a millage or tax as it shall determine to be necessary for the annual budget subject to any limitations of state law.

Section 6-4. – Property which is taxable.

All property, real and personal, in the City not expressly exempt by state law shall be subject to taxation by the City.

Section 6-5. – Budget changes.

After the adoption of the annual budget, the City Commission shall have the power to reappropriate to any municipal purpose any funds not needed for the purpose originally appropriated or to appropriate any unappropriated surplus to any municipal purpose.

Section 6-6. – Unencumbered balance to revert to fund; expenditure of money to comply with budget.

At the close of each fiscal year, the unencumbered balance of each appropriation of funds shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation, except that special funds shall remain intact. No money shall be drawn from the depository of the City, nor shall any obligation for the expenditure of any money be incurred, except pursuant to the appropriation made by the City Commission.

Section 6-7. – Authority to borrow.

The City Commission shall have the authority to borrow money, contract loans, and issue bonds as defined by state law to finance the undertaking of any capital or other project for the purposes permitted by state law and this Charter.

Section 6-8. – Authority of City to issue bonds generally.

The City is authorized to issue bonds of said City of such form and denomination, bearing such rate of interest and becoming due in such time and upon such conditions as may be determined, in an amount not exceeding in the aggregate percentage of the assessed valuation of the taxable property in the City at the time of issue allowable by state law, for any purpose, such powers include, but are not limited to:

1. *Issuance of general obligation bonds.* The City shall issue general obligation bonds in conformity with state law.

2. *Issuance of revenue bonds.* The City Commission shall have the power to provide by resolution for the issuance and sale of revenue bonds and certificates in compliance with state law to provide funding for any lawful municipal purpose.

3. *Special assessments for local improvements authorized.* The City, by its City Commission, shall have power and authority to cause local improvements to be constricted, wholly or in part, at the cost of the property owners benefited thereby, by levying and collecting special assessments in a

manner consistent with state law for any such improvements as are allowable by state law or are not precluded by state law.

ARTICLE VII. – FRANCHISES AND PUBLIC UTILITIES

Section 7-1. – Authority to grant franchises; limitations.

1. The City shall have power to grant or lease the right to use the streets, highways, alleys, public grounds or buildings, and to grant franchises, to any private person, persons, firm or corporation, provided that no exclusive franchise or renewal shall ever be granted.

2. No such grant or lease or franchise or renewal thereof shall be transferable except with the express approval of the City Commission by ordinance.

3. A copy of all transfers and mortgages or other documents affecting the title to the use of the grants, renewals, leases, or franchises provided herein shall be filed with the City Clerk within ten (10) days after the execution thereof.

4. No franchise given by the City shall authorize the licensee to damage, destroy, or interfere with any trees, shrubs, or other plants on said streets, parks, and public grounds. The licensee shall secure such permission from the City Commission in the form of a resolution upon the submitted petition of the licensee. All such grants or renewals shall be made as hereinafter provided.

5. No grant or lease or renewal to the right to use the streets, highways, alleys, public grounds, or buildings of the City shall in any event be for a longer period of time than thirty (30) years.

Section 7-2. – Franchises for public utilities generally.

1. The City shall have power to grant franchises for public utilities subject to the provisions of subsection (2).

2. No ordinance granting a franchise for public utilities shall become a law or become effective in any way unless the same be passed by a vote of four-fifths of all members of the City Commission.

3. Nothing in such grant or renewal shall prevent the City from acquiring the property by condemnation proceedings or in any other lawful manner under applicable state law when deemed by the City Commission for the best interest of the City or the public.

4. The right at all times to control the appropriation or distribution of space in, over, across, or under any street, alley, public ground, waterfront, riparian property, or submerged lands, occupied by any public utility, shall remain in the City Commission. All rights granted for the construction and operation of public utilities shall be subject to the continuing right of the City Commission to require such reconstruction, relocation, change, or discontinuance of the lines, equipment, and appliances used by the utility as shall be necessary or desirable for the best interest of the City and the public welfare.

5. No consent of the owner of any property abutting the street, alley, park, public ground, or waterfront shall be necessary in order to perfect the rights granted by the franchise or any renewal, as provided in this section, but the franchise itself shall be sufficient, provided that no liability shall accrue against the City in the event such public utility is of such character that its construction or operation will cause, or work, any additional burden or detriment to the property rights of the owners of abutting property.

Section 7-3. – Terms and conditions of public utility franchises.

1. All grants, renewals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the following rights of the City:

a. To repeal the same by ordinance at any time for misuse, nonuse, or failure to begin construction within the time prescribed, or otherwise to comply with the terms prescribed.

b. To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest practicable standard of efficiency.

c. To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates.

d. To prescribe the form of the accounts and, at any time, to examine and audit the accounts and other records of any such utility. However, if a public service commission or any other authority shall be given the power by law to prescribe the form of accounts for public utilities throughout the state, the form so prescribed shall be controlling so far as they go. Nevertheless, the City Commission may prescribe more detailed forms for the utilities within its jurisdiction.

e. To impose such other regulations as may be conducive to the safety, welfare, and accommodation of the public.

2. Nothing in this Charter with reference to regulation or control of rates or service, or the extension of plant or the keeping of records and accounts, or the rendering of reports, shall apply to any public utilities, the rates or services of which are by law placed under the jurisdiction of the state public service commission or federal agency except as provided by law.

3. Every public utility franchise hereafter granted shall be subject to all the terms and conditions of this Charter, whether or not such terms are specifically mentioned in the franchise.

4. Nothing in this Charter shall operate to limit in any way, except as specifically stated, the discretion of the City Commission or the electors of the City in imposing terms and conditions in connection with any franchise grant.

Section 7-4. – Compilation of record of public utilities fixtures.

The City shall compile and maintain a public record of all public utility fixtures in the streets and other public places of the City.

Section 7-5. – Municipally-owned utilities.

The City shall have power to:

1. Purchase, hire, construct, own, maintain, operate, or lease local public utilities, including, but not limited to, buses, transportation systems, electric light, water, wastewater, stormwater, and all other manner of utilities.

2. Sell the services of such utilities to consumers both within and without the limits of the City.

3. Provide and perform all such utility services as are authorized by state and federal law.

Section 7-6. – Rates.

The City shall have authority to establish, impose, and enforce rates and charges for electricity, water, wastewater, and all other public utilities or other service or conveniences operated, rendered, or furnished by the City or by any other person. These regulations shall in no manner interfere with regulations prescribed by the state public service commission or any other state or federal governing board or commission duly organized and functioning by virtue of federal or state law.

Section 7-7. – Rules and rate as to conduits.

The City shall have authority to require the placing of all electric wires, cable, and telephone wires in conduits underground and prescribe rules and regulations for the construction and use of said conduits and to enforce compliance therewith, and in case of failure or refusal of the public utilities companies to place such cables or wires underground and comply with the rules and regulations thereof, to construct such conduits and place the cables or wires underground and maintain a lien against the franchise and property of such companies. This section shall not apply to public utilities that are regulated by the state public service commission or other federal board or agency except as provided by general law.

ARTICLE VIII. – GENERAL PROVISIONS

Section 8-1. – General provisions.

1. *Charter amendment.* This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, as the same may be amended from time to time, or as may otherwise be provided by state law. The form, content, and certification of any petition to amend shall be established by ordinance.

2. *Charter review: schedule; Charter Review Committee.*

a. *Schedule.* The Charter shall be reviewed at least once every ten (10) years.

b. *Charter Review Committee.* A Charter Review Committee shall be appointed. Each Commission Member shall appoint one member from the City, and the Mayor-Commissioner shall appoint one member. If any Commission Member fails to appoint a member, the Manager shall be empowered to appoint a member in his or her discretion. The City Commission shall provide support to the committee in order to help it achieve its goals. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations for change no later than sixty (60) days before the deadline set by the Supervisor of Elections to have a referendum placed on the ballot of the general election. The City Commission shall hold a minimum of two (2) public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot. At its discretion, the City Commission may hold a special election with respect to any proposed changes in lieu of the general election.

3. *Initiative and referendum.* At least twenty-five (25) percent of the qualified electorate of the City shall have the power to petition the City Commission to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. If the City Commission fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the City Commission shall place the proposed

ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.

Section 8-2. – General laws applicable.

All state law applicable to municipal corporations, now existing or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or the ordinances or resolutions now in force or hereafter enacted by the City Commission, shall be applicable to this City. However, nothing contained in this Charter shall be construed as limiting the power of the City Commission to enact any ordinance or resolution not in conflict with the laws or constitutions of this state and of the United States, or with the express provisions of this Charter.

Section 8-3. – Saving clause.

The provisions of this Charter are severable, and if any section, part of a section, paragraph, sentence, or clause of this Charter shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion thereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered. Upon a determination by a court of competent jurisdiction that a portion of this Charter is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect.

ARTICLE IX. – TRANSITION SCHEDULE

Section 9-1. – Continuation of former Charter provisions.

All provisions of the former Charter of the City of Wildwood, as amended by special law or otherwise which are not embraced herein and which are not inconsistent with this Charter, shall become ordinances of the City subject to modification or repeal in the same manner as other ordinances of the City.

Section 9-2. – Ordinances preserved.

All ordinances, resolutions, rules, and regulations lawfully passed and now in force in effect upon the adoption of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or changed as provided herein.

Section 9-3. – Obligations of contracts preserved.

No debt or contract of the municipality, including bonds heretofore issued, shall be impaired or voided by the modification of this Charter.

Section 9-4. – Rights of officers and employees.

Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are City officers or employees at the time of adoption. Elected or appointed officers shall continue to hold their offices and discharge the duties thereof as provided for in this Charter.

Section 9-5. – Pending matters.

All rights, claims, actions, orders, contracts, and legal or administrative proceedings involving the City shall continue except as modified pursuant to the provisions of this Charter.

Section 9-6. – Schedule.

Time of taking full effect. This Charter shall be in full effect for all purposes when approved by a majority of the electors and certified by the City Commission as prescribed by state law. After this certification the first order of business of the City Commission shall be to reorganize under the provisions of this Charter.

Section 9-7. – Effective date.

This Charter shall become effective as of 12:01 a.m. on the day following the City Commission's canvass of the referendum results.