

BUSINESS CASE FORM

New Project or Budget Change?	New Project		Assigned Project #	2020080
Requested by:	Michael Wilson <i>Project Manager / Area Manager</i>		Date:	7/31/2020
Project Name:	MC Headworks Replacement			
Company:	252	UTILITIES, INC. OF FLORIDA		
Business Unit:	250100	MID-COUNTY		
Project Owner:	Patrick Flynn		BU Type:	SP
Project Manager:	Michael Wilson		Budget Owner / RP:	Gary Rudkin
Start Date:	3/20/2020	Q1 2020	Region:	Florida 4
Estimated End Date:	12/30/2021	Q4 2021	State:	FL
Primarily Like-For-Like Asset Replacement?	No		Project Type: (check all that apply)	
Will project replace/retire any assets:	Yes		<input type="checkbox"/> Growth <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Replacement <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Cost Reduction <input checked="" type="checkbox"/> EH&S Compliance <input type="checkbox"/> Other <input type="checkbox"/> Developer Agreement <input type="checkbox"/> Divestment <input type="checkbox"/> Acquisition <input type="checkbox"/> Rate Case <input type="checkbox"/> Deferred Maintenance	
Previously Requested:	Engineering	Construction	Total	
This Request:	187,005		187,005	
Still to be Requested:		2,237,777	2,237,777	
Total Project Budget:	187,005	2,237,777	2,424,782	

Description:

This BCF review is for the construction of the Mid County WWTP headworks structure and appurtenances. The following is the scope and elements of construction.

1. Mobilization, site prep, grading
2. All materials and services as outlined in the engineering plans and specifications to complete construction of:
 - a. headworks structure
 - b. grit classifier
 - c. grit pumps (2 each) including all piping and fixtures
 - d. drum screens (2 each) including trash chutes and liquid level sensors
 - e. water booster pumps
 - f. odor control system relocation
 - g. headworks mechanical piping improvements
 - h. grit fluidizing assembly
 - i. headworks draining system
 - j. slide gates and piping
 - k. demolition of old headworks and associated systems
 - l. site clean up and restoration.

The initial scope of work provided engineering services associated with the replacement of the Mid-County WWTP's headworks equipment including screening and grit removal.

Engineering services include:

- A. Design, topo, site survey, geotechnical investigation, electrical, \$112,929
- B. Permitting, bidding, \$14,890
- C. Construction phase services, \$59,187

Timeline Considerations:

This will be a proforma project included in the upcoming rate case to be filed in June 2020. The project must be substantially completed and placed in service by 12/31/21 to qualify as a proforma project.

Inter-dependent Project Project Number: 2019145 Project Name: (If applicable)

Have engineering evaluations been performed? Yes Engineering project number: (If applicable)

JUSTIFICATION / ALTERNATIVES

Justification and Benefits:

The Mid-County WWTP has a permitted capacity of 0.900 mgd AADF with a current annual average day flow of 0.700 mgd in dry weather that increases to more than 1 mgd in extended wet weather. All raw wastewater flows into a master lift station, which then pumps to a static screen. The wastewater then flows into the EQ tank below it. Rags and debris removed by the screen drop into an enclosed dewatering auger, then discharge into a dumpster. A Jacobs biofilter air scrubber contains and treats the odors generated within the screen's enclosure.

A 2019 analysis of the existing headworks equipment and structures was completed by Kimley-Horn (Preliminary Design Report or PDR). It identified significant corrosion and deterioration of the screen's superstructure and catwalks. The stainless steel static screen (approximately 35 years old), does not adequately prevent rags and debris from entering the EQ tank and ultimately flowing into the two treatment trains to the detriment of the treatment process.

The PDR identified the need to:

- address the headworks' design deficiencies
- increase the flow equalization tank capacity
- improve the biological treatment process
- address the inadequacies of the single chlorine contact tank
- improve the solids handling and dewatering facilities
- optimize chemical use.

This project addresses the first item. The remaining items will be addressed in a separate plant improvements project.

Risk Evaluation

Structural failure of the static screen would require bypassing the screen until repairs or replacement was completed. This will allow rags and debris to accumulate in the two treatment trains. Even so, the screen's design does not limit solids down to 2-3 mm from passing through, which is a necessary criterion when the plant is upgraded to MBR technology. Additionally, the new headworks facilities will be constructed adjacent to the south treatment train, which will be converted to an EQ tank when the plant is upgraded. Relocating the headworks to the south train improves constructability on a plant site that has a constricted footprint as well as simplifying operation and maintenance requirements.

Alternatives Considered:

Utility staff and K-H analyzed multiple types of screening and grit removal equipment including rotary drum, step screen, static screens and others. The team also attended a 1.5-day "headworks academy" in February 2020 that offered up to date technology options.

Technical Review Summary:

The treatment plant analysis has been ongoing with Kimley-Horn staff as well as the Florida BU's management team and field staff.



March 16, 2020

Patrick Flynn
Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Re: Professional Services Agreement for Mid-County Headworks and Grit Removal Improvements
Utilities Inc. of Florida
Pinellas County, Florida

Dear Mr. Flynn:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Utilities Inc. of Florida ("UIF" or "Client") for providing design, permitting, bidding and construction phase services for the Mid-County WWTP Improvements.

Project Understanding

The Mid-County WWTP is an extended aeration, Type I facility with high level disinfection. The Mid-County WWTP is currently operating under Permit No FL0034789 that will expire August 4th, 2021. The Mid-County WWTP is permitted for an annual average daily flow (AADF) of 0.90 million gallons per day (MGD). The Mid-County service area is built-out, has not exceeded the permitted AADF capacity, and is not anticipating additional connections. While the plant experiences variations in flow due to seasonal population and wet weather conditions, the average daily flow (ADF) consistently ranges from 0.6 MGD to 1.2 MGD. Increases in ADF occur during wet weather conditions. The existing plant configuration does not provide adequate capacity to handle peak flow events during wet weather and cannot provide redundancy for maintenance activities or equipment failures. Additionally, existing infrastructure is reaching the end of its useful life and is at risk of failure.

On November 19th, 2018, the facility was issued Consent Order OGC File No. 18-1197 due to exceedances of permitted effluent levels following the failure of a clarifier. As part of the consent order an updated Capacity Analysis Report, Operation and Maintenance Performance Report, and Preliminary Design Report (PDR) was submitted to FDEP in February 2019. FDEP issued an In-Kind Completion and Case Closure for the consent order on July 30, 2019. Kimley-Horn was subsequently authorized to complete an engineering analysis outlining required capital improvements to improve the operation of the Mid-County WWTP, increase system redundancy, and alleviate overloading during wet weather conditions.

The following improvements are recommended:

1. Headworks and Grit Removal System Improvements
2. Extended Aeration to Membrane Bioreactors (MBR) Plant Conversion
3. UV Disinfection
4. Sludge Processing Improvements

Kimley-Horn will complete the Scope of Services for each task outlined below for the headworks and grit removal system improvements.

Scope of Services**TASK 1 – DESIGN – HEADWORKS AND GRIT REMOVAL**

The existing static screen is rated for a 1,300 gpm maximum flow. The existing static screen is undersized for the Master Lift Station replacement and only provides coarse screening. Additionally, the metal grates show signs of corrosion and failure. A fine screen is required to protect the MBR treatment system from damages that can occur from debris in the plant influent. MBR systems require fine screening with a maximum screen opening of 2-mm to protect the membranes against damage from abrasive or sharp debris and clogging from rags and fibers.

Kimley-Horn will design a new headworks (fine screen) and grit removal system in a standalone configuration on the treatment plant site. The proposed fine screen will be compatible with the proposed MBR conversion and will be sized to handle peak hour flows received at the Mid-County WWTP. The screen will receive flow from the proposed master lift station. The screened wastewater will flow into the grit chamber for grit removal prior to conveyance to the surge tanks. The design of the screen and grit removal system will include associated piping and instrumentation improvements to operate the system. The design will include site improvements required including grading modifications, demolition, site lighting, and truck access paths.

Construction plans will be set up in 11" x 17" format. Plans will include the following sheets:

- Standard Cover sheet
- General Notes and Legend
- Demolition Plan
- Site Plan
- Dimensional Control Plan
- Grading and Drainage Plan
- Yard Piping Plan
- Headworks Plan and Details
- Grit Removal System Plan and Details
- Structural Plans and Details
- Bypassing and Construction Phasing Plan
- Electrical Plans (to be completed by electrical engineer)
- Typical details

Plans will be delivered to the Client electronically for review and comment at the 60% and 90% design phases. Kimley-Horn will meet with staff on site to review and discuss any comments. Kimley-Horn will revise the plans as necessary and resubmit to the Client up to one (1) time per submittal.

Kimley-Horn will prepare front-end and technical specifications for the 90% submittal based on standard Specifications utilized by UIF. Specifications, including bid form, schedule, and measurement and payment sections will be updated to reflect project specific content.

Kimley-Horn will prepare quantity take-offs and an opinion of probable cost and inform Client during the design process of cost changes caused by significant design changes that increase the project construction cost. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

TASK 2 – PERMITTING

The Consultant will assist the Client in applying for the FDEP Wastewater Permit Modification. This process will require a substantial modification, and the related permit fee is \$2,500.00, and is included as part of this task.

The current Mid-County operating permit will expire on August 4, 2021. The Consultant will prepare the Wastewater Permit Application Form 2A for Domestic Wastewater Facilities required for the permit renewal. The consultant will prepare the associated documents required for the operating permit renewal including the Capacity Analysis Report (CAR) and the Operating, Maintenance and Performance Report (OMPR). The operating permit renewal and associated documents will include updates to reflect all improvements outlined in this scope.

The Consultant will assist the Client in applying for a Pinellas County Site Plan permit. This permitting task will include the following:

- Pre-Application Meeting with County
- Site Plan Checklist
- Site Plan Review Application
 - The permit fee for this item will be determined in pre-application meeting and therefore is not included as part of this proposal.

TASK 3 – BIDDING AND SERVICES DURING CONSTRUCTION

Kimley-Horn will coordinate with a minimum of three (3) pre-selected contractors for distribution of plans. Kimley-Horn will provide clarifications during the bidding phase to technical inquiries received and provide language for addenda, as necessary, and issue them to the contractor. Following receipt of the bids, Kimley-Horn will review provide a letter of recommendation to the Client.

Kimley-Horn will coordinate a pre-construction conference prior to commencement of work at the site. Kimley-Horn will provide five (5) copies of signed and sealed Conformed Documents to the contractor for the Pinellas County building permit or right-of-way permit if required.

Kimley-Horn will review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit based on permit conditions, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Kimley-Horn will provide on-site construction observation services during the construction phase of the project. Kimley-Horn will make up to six (6) site visits during construction to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree

of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Consultant will, promptly after notice from Contractor that it considers the entire work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Consultant will conduct two (2) additional site visits to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Biological Modeling
- Subsurface Utility Investigation
- Environmental Services
- Public Involvement

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

- As-Builts

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Access to the Site

Fee and Expenses

Kimley-Horn will perform the services listed above for the total lump sum fee as shown below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Consultant.

Task 1 – Design – Headworks and Grit Removal	<u>\$112,929.00</u>
<i>Fee Includes:</i>	
<i>Electrical Engineering</i>	\$ 12,000.00
Task 2 – Permitting	<u>\$14,890.00</u>
Task 3 – Construction Phase Services	<u>\$59,187.00</u>
<i>Fee Includes:</i>	
<i>Electrical Services During Construction</i>	\$8,000.00
<hr/> TOTAL LUMP SUM FEE	<hr/> <u>\$187,005.00</u>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Utilities Inc. of Florida.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to mawilson@uiwater.com

Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.


To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By:  Shelby N. Hughes, P.E.
Project Manager


Wayne White, P.E.
Vice President

**Utilities Inc. of Florida
A Corporation**

By:

Patrick C. Flynn, President/Vice President

March 16, 2020
(Date)

Patrick C. Flynn, Vice President
(Print or Type Name)

patrick.flynn@uiwater.com
(Email Address)

SECTION 00510

NOTICE OF AWARD FORM

To: **TLC Diversified, Inc.**

2719 17th Street East, Palmetto, FL 34221

Project Name and Bid No.: Mid-County WWTP Headworks
Project No. 140056019

The OWNER has considered the BID submitted by you, dated June 26th, 2020 for the above described WORK in response to the Invitation for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for BID items in the amount of \$ Two Million, Two Hundred Thirty-Seven Thousand, Seven Hundred Seventy-Seven Dollars (\$2,237,777.00).

You are required by the Instructions to Bidder to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and insurance within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.


Dated this 13th day of August 2020.

OWNER: Utilities, Inc. Florida
(Name of OWNER)

By (Signature)
Patrick C. Flynn, Vice President of Operations
(Printed Name and Title)

**ACCEPTANCE OF
NOTICE**

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by

this _____ TLC Diversified, Inc.
day of _____
By 
THURSTON LAMBERSON, PRESIDENT
Printed Name and Title

END OF SECTION
00510-1

SECTION 00520

AGREEMENT FORM (LUMP SUM)

PART 1 GENERAL

1.01 THIS AGREEMENT, made this 8th day of August 2020, by and between Utilities, Inc. of Florida, hereinafter called the Owner, and TLC Diversified, Inc., whose principal and local address is 2719 17th Street East, Palmetto, FL 34221, hereinafter called the Contractor.

1.02 The Owner and Contractor Agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Mid-County WWTP Headworks.

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 540 calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$100.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (1/4) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of Two Million, Two Hundred Thirty-Seven Thousand, Seven Hundred Seventy-Seven Dollars (\$2,237,777.00). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. The Owner is not obligated to reduce retainage at any time during the Contract, but may choose to do so at its discretion once the Work is at least 75% complete.

H. Engineer

The Project has been designed by Kimley-Horn and Associate, Inc., referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:
TLC Diversified, Inc.

Name of Firm



By (Signature)

(SEAL)

Thurston Lamberson, President

Printed Name and Title

ATTEST:



By (Signature)

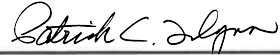
Joanne R Lamberson, Sr Vice-President/Secretary

Printed Name and Title

OWNER:

Utilities, Inc. of Florida

Name of Owner



By (Signature)

(SEAL)

Patrick C. Flynn, Vice President of Operations

Printed Name and Title

ATTEST:

By (Signature)

Michael A. Wilson, Regional Manager

Printed Name and Title

END OF SECTION

Bond No. 079827F

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

TLC Diversified, Inc.
2719 17th Street, East
Palmetto, FL 34221

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Utilities, Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

P.O. Box 5001

Westfield Center, OH 44251 - 5001

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

CONSTRUCTION CONTRACT

Date: August 8, 2020

Amount: \$ 2,237,777.00

Two Million Two Hundred Thirty Seven Thousand Seven Hundred Seventy Seven Dollars and 00/100

Description:

(Name and location)

Mid-County WWTP Headworks

BOND

Date: August 17, 2020

(Not earlier than Construction Contract Date)

Amount: \$ 2,237,777.00

Two Million Two Hundred Thirty Seven Thousand Seven Hundred Seventy Seven Dollars and 00/100

Modifications to this Bond:

None Sec Section 16

CONTRACTOR AS PRINCIPAL

Company:  *(Corporate Seal)*

TLC Diversified, Inc.

Signature: 

Name THURSTON LAMBERSON
and Title: PRESIDENT

SURETY

Company:  *(Corporate Seal)*

Westfield Insurance Company

Signature: 

Name Laura D. Mosholder
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson, Hoover & Associates
8000 Governors Square Blvd. #101
Miami Lakes, FL 33016
305-722-2663

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

KIMLEY-HORN AND ASSOCIATES, INC.
100 SECOND AVE SOUTH, SUITE 105N
ST. PETERSBURG, FLORIDA 33701
CONTACT: SHELBY HUGHES, P.E
727.498.258

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Bond No. 079827F

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

TLC Diversified, Inc.
2719 17th Street, East
Palmetto, FL 34221

SURETY:
(Name, legal status and principal place of business)

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

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

OWNER:
(Name, legal status and address)

Utilities, Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

P.O. Box 5001
Westfield Center, OH 44251 - 5001

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

CONSTRUCTION CONTRACT

Date: August 8, 2020

Amount: \$2,237,777.00 Two Million Two Hundred Thirty Seven Thousand Seven Hundred Seventy Seven Dollars and 00/100

Description:

(Name and location)

Mid-County WWTP Headworks

BOND

Date: August 17, 2020

(Not earlier than Construction Contract Date)

Amount: \$2,237,777.00 Two Million Two Hundred Thirty Seven Thousand Seven Hundred Seventy Seven Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

TLC Diversified, Inc.

Signature: 

Name: **THURSTON LAMBERSON**
and Title: **PRESIDENT**

SURETY

Company: *(Corporate Seal)*

Westfield Insurance Company

Signature: 

Name: **Laura D. Mosholder**
and Title: **Attorney-in-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson, Hoover & Associates
8000 Governors Square Blvd. #101
Miami Lakes, FL 33016
305-722-2663

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
KIMLEY-HORN AND ASSOCIATES, INC.
100 SECOND AVE SOUTH, SUITE 105N
ST. PETERSBURG, FLORIDA 33701
CONTACT: SHELBY HUGHES, P.E
727.498.258

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/20/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994592 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of FEBRUARY A.D., 2020 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Handwritten signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of FEBRUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Handwritten signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of August A.D., 2020



[Handwritten signature of Frank A. Carrino]

Frank A. Carrino, Secretary

OPINION OF PROBABLE COST UTILITIES INC. OF FLORIDA MID-COUNTY WWTP HEADWORKS					
	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT PRICE	AMOUNT
I. GENERAL					
1	Mobilization (10% Subtotal)	1	LS	\$ 274,600.00	\$ 274,600.00
2	Erosion and Sediment Control	1	LS	\$ 30,000.00	\$ 30,000.00
3	Site Preparation and Grading	1	LS	\$ 30,000.00	\$ 30,000.00
4	As-Builts & O&M Manuals	1	LS	\$ 5,000.00	\$ 5,000.00
SUBTOTAL					\$ 339,600
II. PROPOSED IMPROVEMENTS					
Demolition					
5	Demolish Existing Static Screen, Trash Conveyor, and Grating	1	LS	\$ 30,000.00	\$ 30,000.00
6	Grout and Abandon Existing Pipeline	3	CY	\$ 400.00	\$ 1,200.00
Mechanical Improvements					
Grit Removal System					
7	12 Ft Diameter Grit King with 20 Inch Drop Pipe	1	LS	\$ 589,200.00	\$ 589,200.00
8	Grit Classifier	1	LS	\$ 147,300.00	\$ 147,300.00
9	Two (2) Grit Pumps including Suction Header and Discharge Header Piping, Fittings, Valves, Flush Seal Water System, and Pipe Supports	1	LS	\$ 89,000.00	\$ 89,000.00
Screening System					
10	Two (2) Drum Screens including Trash Chute, Ultrasonic Level Sensors, Endless Bagger, and Dumpster Modifications	1	LS	\$ 736,500.00	\$ 736,500.00
11	Two (2) Water Booster Pumps including Suction Header and Discharge Header Piping, Fittings, Valves, Appurtenances, and Pipe Supports	1	LS	\$ 59,600.00	\$ 59,600.00
Odor Control System					
12	Odor Control System Relocation including Electrical Equipment, Blower Fan and Enclosure, BioSponge Vessel, Carbon Adsorption Vessel, Piping, Valves, and Associated Appurtenances	1	LS	\$ 40,000.00	\$ 40,000.00
Mechanical Piping					
13	Headworks Mechanical Piping Improvements (12-Inch Diameter and above) including all Aboveground Piping, Fittings, Wall Pipes, Blind Flanges, Valves, Appurtenances, and Pipe Supports	1	LS	\$ 65,500.00	\$ 65,500.00
14	Grit Fluidizing Assembly and Washdown Water Line Service including Piping, Fittings, Valves, Appurtenances, Pipe Supports, Service Saddles, Hose Bibs and Racks	1	LS	\$ 10,000.00	\$ 10,000.00
15	Headworks Drain System including Piping, Fittings, Valves, Appurtenances, Service Saddles, and Floor Drains	1	LS	\$ 21,300.00	\$ 21,300.00
Slide Gates					
16	4' 1" X 4' H Screening Channel Slide Gate	2	EA	\$ 21,000.00	\$ 42,000.00
17	2' X 4' H Effluent Channel Slide Gate	1	EA	\$ 10,500.00	\$ 10,500.00
Structural Improvements					
18	Reinforced Concrete	1	LS	\$ 250,000.00	\$ 250,000.00
19	Concrete Bollards	8	EA	\$ 800.00	\$ 6,400.00
20	Miscellaneous Metals and Plastics	1	LS	\$ 112,500.00	\$ 112,500.00
21	Headworks FRP Covers With Flanged Connection Ports	1	LS	\$ 35,900.00	\$ 35,900.00
Site Piping Improvements					
Force Main Improvements					
22	12-Inch PVC C900-16 DR 18 Force Main (Direct Bury including Excavation, Installation, and Restraints)	45	LF	\$ 200.00	\$ 9,000.00
23	12-Inch PVC C900-16 DR 25 Force Main (Direct Bury including Excavation, Installation, and Restraints)	15	LF	\$ 180.00	\$ 2,700.00
24	12-Inch DI 90 Deg Bend (MJ)	2	EA	\$ 2,000.00	\$ 4,000.00
25	20-Inch X 12-Inch DI Reducer (MJ)	1	EA	\$ 3,000.00	\$ 3,000.00
Electrical Improvements					
26	Electrical and I&C	1	LS	\$ 500,000.00	\$ 500,000.00
Restoration					
27	Miscellaneous Site Restoration and Cleanup	1	LS	\$ 10,000.00	\$ 10,000.00
SUBTOTAL					\$ 2,746,000
SUMMARY					
SUBTOTAL					\$ 3,085,600
CONTINGENCY (10%)					\$ 308,560
TOTAL					\$ 3,394,160
Assumptions: Unit prices based upon existing projects in construction & vendor cost proposals.					
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					

