



Agenda
Regular Meeting
of the Mary Esther City Council
November 4, 2024 - 6:00 PM

195 Christobal Road – North, Mary Esther, FL 32569

- 1. INVOCATION**
- 2. CALL TO ORDER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF THE AGENDA**
- 6. SPECIAL PRESENTATIONS**
 - 6.1. World Day of Remembrance for Road Traffic Victims Proclamation**
 - 6.2. Epilepsy Awareness Month Proclamation**
 - 6.3. Government Week Essay Contest Awards**
 - 6.4. Update on Lead Line Inventory**
- 7. CONSENT AGENDA**
 - 7.1. Financial Report**
 - 7.2. Public Works Report**
 - 7.3. Library Report**
 - 7.4. Fire Department Report**
 - 7.5. Community Development Report**
 - 7.6. Jacobs Report**
 - 7.7. Law Enforcement Report**
 - 7.8. Minutes of the October 7th, 2024, Regular Council Meeting**
- 8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
- 9. PUBLIC COMMENT (NON-AGENDA ITEMS)**
- 10. UNFINISHED BUSINESS**
 - 10.1. Jacobs Settlement Agreement**
- 11. NEW BUSINESS**
 - 11.1. Contract for Rays Pond Rehabilitation with Chavers Construction, Inc**
 - 11.2. RFB 2024-08, Water Storage Tank Maintenance Program**
 - 11.3. Parks and Greenways Master Plan**
 - 11.4. Facilitator for FY 2025 City Manager Evaluation**
 - 11.5. Personnel Manual, Annual Leave Policy Amendment**
 - 11.6. Intercity Bus Service Discussion**
- 12. COUNCILS' STANDING COMMITTEE STATUS REPORTS**
- 13. OTHER COMMENTS**
- 14. ADJOURN**

***** PLEASE TURN OFF OR SILENCE *ALL CELL PHONES* *****

REMOTE MEETING ATTENDANCE

The virtual link to our meetings is posted in the calendar section of our website (www.cityofmaryesther.com) You may log into the meeting up to 10 minutes prior to the start time to ensure your connection is working properly.

All communications via the chat feature by online participants during city meetings are subject to Florida's public records laws and must be civil in public discourse whether written or spoken. Any private messages sent by online attendees during the meeting is strongly discouraged. Only messages sent to "All" or "Everyone" in the public forum will be addressed by the City Council or City staff during the meeting.

NOTES:

- 1) *Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 10 PM.*
- 2) *The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Mary Esther City Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. See Florida Statute 286.0105*
- 3) *Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council is not allowed by law to endorse the religious beliefs or views of this or any other speaker.*

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: November 4, 2024

SUBJECT: World Day of Remembrance for Road Traffic Victims Proclamation

BACKGROUND:

The World Day of Remembrance for Road Traffic Victims (WDR) is commemorated on the third Sunday of November each year. It is a high-profile global event to remember the many millions who have been killed and seriously injured on the world's roads and to acknowledge the suffering of all affected victims, families, and communities – millions added each year to countless millions already suffering: a truly tremendous cumulative toll.

DISCUSSION:

Staff requests approval to execute a Proclamation proclaiming and recognizing November 17th, 2024, as "World Day of Remembrance for Road Traffic Victims" and authorizing the Mayor to execute the Proclamation.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to authorize the Mayor to sign the Proclamation, declaring November 17th, 2024, as "World Day of Remembrance for Road Traffic Victims" in Mary Esther.

ATTACHMENT(S):

1. World Day of Remembrance for Road Traffic Victims Proclamation



City of Mary Esther Proclamation

World Day of Remembrance for Road Traffic Victims

WHEREAS, the World Day of Remembrance for Road Traffic Victims (WDR) is commemorated on the third Sunday of November each year; and

WHEREAS, it is a high-profile global event to remember the many millions who have been killed and seriously injured on the world's roads and to acknowledge the suffering of all affected victims, families, and communities – millions added each year to countless millions already suffering; a truly tremendous cumulative toll; and

WHEREAS, WDR has also become an important toll for governments and all those whose work involves crash prevention or response to the aftermath of crashes, since it offers the opportunity to demonstrate the enormous scale and impact of road deaths and injuries, and call for an end to the often trivial and inappropriate response to road death and injury and advocate for urgent concerted action to stop the carnage; and

WHEREAS, safe streets and roads contribute to the health, equity, and sustainability of communities by making it possible for people to walk, bike, and safely commute; and

WHEREAS, in 2022, more than 46,000 people were killed in roadway crashes in the United States, according to the National Safety Council. While this is a slight (0.3%) decrease from the prior year, in 2021, U.S. traffic deaths reached a 16-year high, the largest annual percentage increase in the nation's reporting history; and

WHEREAS, The United States ranks the worst amongst 29 high-income countries analyzed for road safety by the Centers for Disease Control (CDC). The population-based death rate in The United States is 11.1 per 100,000 population, which is the highest amongst the 29 high-income countries and 2.3 times the average rate of the 28 other countries (4.8 per 100,000); and

WHEREAS, speeding and other forms of reckless driving put the people who build and repair roads and streets at risk. On World Day of Remembrance, we too pay tribute to the dedicated emergency crews, police, and medical professionals who deal daily with the traumatic aftermath of road crashes.

NOW, THEREFORE I, Chris Stein, Mayor of the City of Mary Esther, Florida, do hereby proclaim November 17th, 2024, as World Day of Remembrance for Road Traffic Victims in the City of Mary Esther and encourage all citizens to slow down and look out for people walking.

SO DONE this 4th day of November 2024.

By: _____

Chris Stein, Mayor

ATTEST:

Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 6.2.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: November 4, 2024

SUBJECT: Epilepsy Awareness Month Proclamation

BACKGROUND:

Since 1969, the Epilepsy Foundation has celebrated November as National Epilepsy Awareness Month. Over the years, other organizations have joined the Foundation in that month-long recognition. In 2003, Congress passed a formal resolution declaring November as National Epilepsy Awareness Month.

DISCUSSION:

Staff requests approval to execute a Proclamation proclaiming and recognizing November 2024 as "Epilepsy Awareness Month" and authorizing the Mayor to execute the Proclamation.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to authorize the Mayor to sign the Proclamation, declaring November 2024 as "Epilepsy Awareness Month" in Mary Esther.

ATTACHMENT(S):

1. Epilepsy Awareness Month Proclamation



City of Mary Esther Proclamation

Epilepsy Awareness Month

WHEREAS, Epilepsy Awareness Month is a nationwide effort by the Epilepsy Foundation to raise awareness about and change the conversation around epilepsies, seizures, and side effects, as well as to improve and save lives through care, advocacy, research and new therapies, and public health and education; and,

WHEREAS, epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time; and,

WHEREAS, epilepsy is a spectrum disorder comprised of many diagnoses and experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person-to-person; and,

WHEREAS, epilepsy is the fourth most common neurological disorder; and,

WHEREAS, an increasing number of people are diagnosed with rare epilepsies which are complex, severe, chronic, and even life-threatening, and collectively rare epilepsies account for a growing percentage of the epilepsy population; and,

WHEREAS, people with epilepsy need access to affordable, comprehensive, physician-directed, and person-centered healthcare, and effective treatments decrease the likelihood of breakthrough seizures and related complications including injury, disability or even Sudden Unexpected Death in Epilepsy (SUDEP).

NOW, THEREFORE I, Chris Stein, by virtue of the authority vested in me as Mayor in the City of Mary Esther do hereby proclaim the month of November 2024 as epilepsy awareness month in Mary Esther and encourages residents to increase their understanding of epilepsy, reduce the stigma, and support people with epilepsy and their families to improve the quality of life.

SO DONE this 4th day of November 2024.

By: _____
Chris Stein, Mayor

ATTEST:

Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 6.3.

TO: Honorable Mayor and Members of the City Council

FROM: Susan Macdonald, Administrative Coordinator

DATE: November 4, 2024

SUBJECT: Government Week Essay Contest Awards

BACKGROUND:

For city government week, Administrative Coordinator Macdonald organized an essay contest at Mary Esther Elementary, asking the 4th and 5th grades to write essays about what it means to be a resident of Mary Esther. This event brought together the local city and the local elementary school to highlight the importance of city government and civic engagement.

DISCUSSION:

Staff requests approval for the mayor to award a certificate of appreciation to the winner of the essay contest.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to authorize the mayor to award the certificate of appreciation to the essay winner.

ATTACHMENT(S):

1. Essay Contest Submission
2. Essay Certificate

When I first moved to Florida, I had no idea how awesome it would be. I am proud to be a citizen of Mary Esther. Some of my favorite places in Mary Esther are my school (MEES), the public library, and Target. I am so excited to write about Mary Esther!

The first reason I love Mary Esther is because of Mary Esther Elementary school (MEES). I love MEES because of the teachers! I like how much a teacher can influence a child's learning. One good teacher is worth so much. I also like MEES because you can learn (I mean, it's a school) Writing is my favorite class (I signed up for an essay contest). But even if it's a subject I don't like, (like math) MEES makes it fun! And that is why I like MEES!

I also like Mary Esther because of the Mary Esther Public Library. I like the library because you can read there! I love reading, especially for free! I also like the library because the Staff and Librarians. They're really nice, and starting fun events like STEAM, Lego Club, Etc. Mary Esther Public Library is a wonderful place!

Third, I like Mary Esther because of Target. The first reason I like Target is because you can shop. You can shop in the dollar section, the toy section, the clothes section, and more! Target is also neat because of the Starbucks! Starbucks is a wonderful place to get coffee, breakfast, or even a tumbler! Whatever you came for, Target has!

In conclusion, Mary Esther is an amazing community! If you already live here, Lucky! But if you don't, Future Vacation spot? Either way, I am glad to be a citizen of Mary Esther City! :)

Camille Kafferlin
Grade 4
Mary Esther Elementary



CERTIFICATE

OF APPRECIATION

PROUDLY PRESENTED TO

Camille Kafferlin

For their proud citizenship of Mary Esther and outstanding writing skills. Mary Esther is honored to have your bright mind and award you this certificate of appreciation.

CHRIS STEIN
MAYOR

DILLON MORRIS
CITY CLERK

AGENDA ITEM

Agenda Item 6.4.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: November 4, 2024

SUBJECT: Update on Lead Line Inventory

BACKGROUND:

The City of Mary Esther, through Jacobs Engineering, was able to submit our initial inventory, our notification letter form, and our Lead Service Line Replacement Plan to the Florida Department of Environmental Protection by the October 16th, 2024 deadline. I have attached the Inventory and an update from Jacobs with a more thorough explanation of the requirements and work completed, as well as the required form letter to be sent before November 15, 2024, to all customers whose meters have not been inspected yet and are in the unknown category for material for their lines. The good news is, so far, no one has found lead service lines in all of Northwest Florida, and we do not expect to find any in Mary Esther as this inventory is completed by the end of March 2025. The other good news is that, historically, we have never found during our water sampling any lead levels above the action level of 15 parts per billion concentration.

DISCUSSION:

We are currently taking the following actions:

- Sending a message to all customers through the utility bill notifying them of the program requirements and assuring them that the water is safe.
- Sending out form letters to the 1,309 customers with unknown status. These are meters where the service line has not been inspected as required by the EPA and FDEP.
- Updating the online inventory until all unknown lines are inspected. We estimate this will take until the end of March 2025. Hard copies are also available at City Hall.
- Sending new water customers a letter if their water service line is unknown and has not been inspected.

The rule was updated again in early October 2024, but has not been published in the federal register. This is expected to happen in the next 60 days and our Lead Line Replacement Plan may need to be updated.

FINANCIAL IMPACT:

We do not expect at this point, based on plan review, the history of building permits, and inspection and potholing of the meters and service lines, to find any lead or galvanized pipe

requiring replacement, and we will continue to inspect meter boxes and potholes.

RECOMMENDATION:

No actions or recommendations at this time.

ATTACHMENT(S):

1. Lead and Copper Summary Report
2. Water Customer Notice
3. Water Service Line Inventory
4. Lead Service Line Replacement Plan

City Council Update

Date:	October 17, 2024	25W. Cedar Street
Project name:	Lead and Copper Rule Revision	Suite 350
Project no:	D3887500	Pensacola, FL 32502
Attention:	Shawn Lindsey	United States
Client:	City of Mary Esther	T +1.850.438.2740
Prepared by:	Mike Criddle	www.jacobs.com
Copies to:	Blaine Beck, Greg Terry	

Pursuant to your request the following is a summary of the actions completed and those scheduled to be completed in support of the EPAs Lead and Copper Rule Revisions (LCRR) for the City of Mary Esther.

LCRR Regulatory Summary

The issue of lead in drinking water is not a new subject. The first federal regulation addressing lead and copper in drinking water, known as the Lead and Copper Rule (LCR) was issued by the U.S. EPA in 1991. The rule was established under the Safe Drinking Water Act to limit the concentration of lead and copper in public drinking water. The current and future regulations will be with us for the foreseeable future. It is very important to remember that lead is a naturally occurring element found in small amounts in the earth's crust. Lead can be found in all parts of our environment – the air, the soil, the water, and even inside our homes. Much of our exposure comes from human activities including the use of fossil fuels encompassing past use of leaded gasoline, some types of industrial facilities and past use of lead-based paint in homes. Lead and lead compounds have been used in a wide variety of products found in and around our homes, including paint, ceramics, pipes and plumbing materials, solders, gasoline, batteries, ammunition, and cosmetics.¹

The Lead and Copper Rule Revisions (LCRR) was adopted in January 2021 as an update to LCR and aims to better protect communities from lead exposure in drinking water by adding additional requirements to water systems. Two important requirements are to create and maintain a public inventory of water service lines and conduct water testing in schools and childcare facilities. The revisions introduce a new lead trigger level of 10 µg/L (micro grams per liter) to prompt earlier and more proactive mitigation efforts. Another requirement in this rule is it mandates more rigorous communication within communities about the risks of lead in drinking water and plans for replacing lead pipes².

In early October 2024, the EPA released the most recent update to the Lead and Copper Rule, Lead and Copper Rule Improvement (LCRI). The new rule builds on the LCRR and is designed to enhance public health protection, reduce complexity, and increase transparency. As of the date of this document, the LCRI had not been published in the federal register. This is anticipated to happen in the next 60 days. Changes mandated by LCRI will be made to the affected replacement plan and related documents completed by Jacobs as needed.

¹ <https://www.epa.gov/lead/learn-about-lead>

² https://www.epa.gov/system/files/documents/2024-04/revised-508_lcrr-compliance-fact-sheet_4.17.24.pdf

Inventory Submission Required by LCRR

The initial service line inventory was required to be submitted to FDEP on October 16, 2024. (FDEP is the primacy agency acting on behalf of the EPA for the state of Florida). The inventory submittal requirement date was met, and the documents were submitted by Jacobs on behalf of the City on the due date. The service line inventory is a count and classification of each water service line within the City of Mary Esther's water service area. Determination of service line material was done using more than one method. Any available record drawings were reviewed, as well as county appraiser's records to determine build date of the home or business. Additionally physical meter box inspection and/or potholing was used to determine the service line material type of both the city-owned portion and the customer-owned portion of the service line. Each side of the service line (delineated by the water meter) is classified by the material present. The most common classification types of service line materials are Lead, Non-Lead, Galvanized Requiring Replacement (GRR), and Unknown. The completed inventory is required to be publicly accessible (such as placing a copy at City Hall). For water systems that serve fewer than 50,000 persons, the inventory is not required to be posted online.

The Mary Esther inventory submitted to FDEP contains a quantity of "unknowns" as classified by the EPA. These services have yet to be identified either by record review, build date, or physical meter box inspections. The company that will be completing these inspections is under contract and will begin work in Mary Esther the last week in October. Prior to the commencement of this work, announcements will be posted (at the City's discretion) letting the water customers know what can be expected over the next few months as the contract crews complete meter box inspections. Water service interruption will not occur during meter box inspection.

Customer Notifications and Inventory Availability

Each water customer is required to receive a notification from the City stating the identification status of their water service line. The notification letters contain information about lead in drinking water and other sources, as well as ways to minimize exposure to lead in their homes or businesses. The customer notifications are due 30 days after the inventory submission, November 15, 2024. The notification templates are included in the work completed by Jacobs and have also been submitted to FDEP.

Inventory Summary

The Mary Esther water systems currently has a total of 2,007 services connections. Of the 2,007 water services, 698 have been identified as non-lead, 0 as galvanized requiring replacement³ (GRR), and 1,309 as unknown. Each of the identified types of service connection will receive a unique customer notification letter. The 1,309 "unknowns" will be identified by the contractor using meter box inspection or potholing as needed to physically inspect each side of the service line and positively identify the pipe material. All meter box inspections and/or potholing is scheduled to be completed by the end of March. As the service lines are inspected, the service line inventory will be updated accordingly. The service line inventory is required to be resubmitted to FDEP annually.

Lead Service Line Replacement Plan

As previously noted, the Lead Service Line Replacement Plan (LSLRP) was required to be submitted to FDEP along with the inventory. This document was completed as planned. It outlines the guidelines for replacing lead service lines (LSL) and galvanized requiring replacement service lines (GRR). There may be

³ A galvanized service line is defined as a galvanized line that is or was at any time downstream of a lead service line; or is currently downstream of a lead status unknown service line.

changes to the documents based on the EPA's LCRI, which was just released last week. Any changes that result from the changing LCRI requirements will be noted in an updated version of the LSLRP.

Summary

Mary Esther is committed to providing safe drinking water with outstanding quality. Mary Esther satisfied the LCRR requirements for submitting the water service line inventory and customer notification templates. Lead service lines are not expected to be found in Mary Esther based on the known water service lines being all non-lead and no known history of lead service lines being used in Mary Esther. Regarding LCRI, the good news for Mary Esther is that historical sampling data show there has been no occurrences of lead concentration above the action level. The current action level (AL) is 15 µg/L (micro grams per liter) or 15 parts per billion (PPB) concentration. When the LCRI is published in the federal register and becomes law, there will be greater clarity concerning timing for LSL replacements, enhanced sampling plans and other requirements.



TO THE RESIDENTS OF THE CITY OF MARY ESTHER, FL

WWW.CITYOFMARYESTHER.COM • [CONNECT WITH US ON FACEBOOK](#)

Notice of Unknown Service Line

Date:

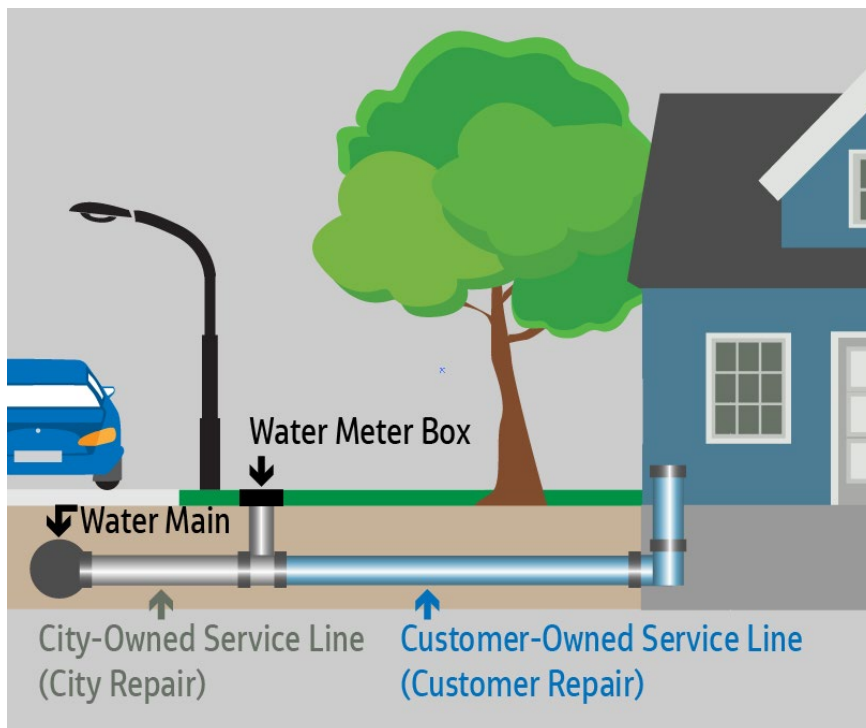
Address:

Dear [Customer Name],

The City of Mary Esther is focused on protecting the health of every household in our service area. This notice contains important information about the drinking water at [service address]. Please share this information with anyone who drinks and/or cooks using water at this property.

The City of Mary Esther is working to identify service line materials throughout the water system and has determined that the service line that connects your home or business to the water main is made from unknown material but may contain lead. Because your service line material is unknown, there is the potential that part or all of the service line could be made of lead or galvanized pipe. People living in homes with a lead or galvanized pipe may have an increased risk of exposure to lead from their drinking water.

Example of a typical single family service line connection.



EPA'S WEBSITE

For more information on facts and advice on home water filtration systems, visit EPA's website:



Health effects of Lead

Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or worsen existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these negative health effects. Adults can have increased risks of heart disease, high blood pressure, and kidney, or nervous system problems.

Identifying service line material

To help determine the material of your service line the EPA has developed an online step-by-step guide to help people identify lead pipes in their homes called Protect Your Tap: A Quick Check for Lead. It is available at: <https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead>.

Steps you can take to reduce lead in drinking water

Listed below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

Use your filter properly. Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Do not run hot water through the filter. For more information on facts and advice on home water filtration systems, visit EPA's website at: <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>.

Clean your aerator screen. Regularly remove and clean your faucet's screen (also known as an aerator). Cleaning your faucet's screen may help reduce lead in your water.

Use cold water. Do not use hot water from the faucet for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.

Run your water. The more time water has been sitting in pipes providing water to your home, the more lead it may contain. Before filling drinking containers or cooking with water from the faucet, flush your water pipes by running the faucet. Taking a shower, doing laundry, or washing a load of dishes is also good for flushing the water pipes after the water has not been in use for several hours.

Identifying unknown service lines

The City of Mary Esther is committed to completely identifying all service lines as soon as is practicable. For additional information about service line identification and replacement, this plan may be reviewed at City Hall, 195 Christobal Rd, Mary Esther, FL 32569 during regular business hours.

If you are planning on replacing the customer-owned portion of your service line, please notify us at (850) 243-3566 during regular business hours.

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>.



WWW.CITYOFMARYESTHER.COM



City of Mary Esther

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
100 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
102 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
104 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
106 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
108 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
201 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
203 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
205 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
207 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
209 Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
100 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
101 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
110 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
111 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
120 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
121 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
130 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
131 Anderson Dr		Non-Lead - Plastic	Galvanized	Non-Lead
140 Anderson Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
200 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
210 Anderson Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
211 Anderson Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
220 Anderson Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
221 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
230 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
231 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
240 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
241 Anderson Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
250 Anderson Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
251 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 Anderson Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
261 Anderson Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
270 ANDERSON DR		Non-Lead - Plastic	Unknown - Material Unknown	Non-Lead
271 Anderson Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
280 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
290 Anderson Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
300 Anderson Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
291 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
301 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
311 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
321 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
330 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
331 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
340 Angela Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
341 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
350 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
351 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
360 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
361 Angela Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
370 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
371 Angela Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
381 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
390 Angela Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
210 Annabelle Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
211 Annabelle Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
220 Annabelle Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
221 Annabelle Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
230 ANNABELLE DR		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
231 Annabelle Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
240 Annabelle Dr		Non-Lead - Other	Unknown - Material Unknown	Unknown
241 Annabelle Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
250 Annabelle Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
251 Annabelle Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 Annabelle Dr		Unknown - Material Unknown	Non-Lead - Copper	Unknown
261 Annabelle Dr		Non-Lead - Plastic	Galvanized	Non-Lead
270 Annabelle Dr		Unknown - Material Unknown	Non-Lead - Copper	Unknown
271 Annabelle Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
205 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
210 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
220 Argyle Ct		Unknown - Material Unknown	Galvanized	Unknown
225 Argyle Ct		Galvanized	Unknown - Material Unknown	Unknown
230 Argyle Ct		Galvanized	Galvanized	Non-Lead
235 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
240 Argyle Ct		Galvanized	Galvanized	Non-Lead
245 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
255 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
265 Argyle Ct		Non-Lead - Plastic	Galvanized	Non-Lead
275 Argyle Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
295 Argyle Ct		Non-Lead - Plastic	Galvanized	Non-Lead
300 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
305 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
315 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
320 Argyle Ct		Galvanized	Non-Lead - Copper	Non-Lead
325 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
340 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
345 ARGYLE CT		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
350 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
355 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
360 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
365 Argyle Ct		Non-Lead - Plastic	Galvanized	Non-Lead
400 Argyle Ct		Galvanized	Non-Lead - Copper	Non-Lead
405 Argyle Ct		Galvanized	Non-Lead - Plastic	Non-Lead
415 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
435 Argyle Ct		Galvanized	Non-Lead - Copper	Non-Lead
440 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
455 Argyle Ct		Galvanized	Unknown - Material Unknown	Unknown
460 Argyle Ct		Galvanized	Galvanized	Non-Lead
465 Argyle Ct		Unknown - Material Unknown	Galvanized	Unknown
470 Argyle Ct		Unknown - Material Unknown	Galvanized	Unknown
475 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
495 Argyle Ct		Unknown - Material Unknown	Galvanized	Unknown
515 Argyle Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
525 Argyle Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
535 ARGYLE CT		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
545 Argyle Ct		Non-Lead - Plastic	Galvanized	Non-Lead
550 Argyle Ct		Galvanized	Unknown - Material Unknown	Unknown
555 Argyle Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
30 Ashford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
31 Ashford Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
40 Ashford Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
41 Ashford Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
50 Ashford Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
51 Ashford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
300 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
315 Avon Ln		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
320 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
325 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
340 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
345 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
350 Avon Ln		Galvanized	Galvanized	Non-Lead
355 Avon Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
360 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
365 Avon Ln		Galvanized	Non-Lead - Plastic	Non-Lead
400 Avon Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
405 Avon Ln		Galvanized	Galvanized	Non-Lead
415 Avon Ln		Galvanized	Galvanized	Non-Lead
420 Avon Ln		Galvanized	Unknown - Material Unknown	Unknown
435 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
440 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
455 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
460 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
465 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
470 Avon Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Azalea Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Azalea Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Azalea Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Azalea Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Azalea Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Azalea Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
14 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
16 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
17 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
18 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
19 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
20 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
21 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
22 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
23 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
24 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
25 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
27 Azalea Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
28 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
29 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
31 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
33 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
35 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
36 Azalea Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
600 Blackstone Rd		Galvanized	Galvanized	Non-Lead
601 Blackstone Rd		Non-Lead - Plastic	Galvanized	Non-Lead
610 Blackstone Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
611 Blackstone Rd		Unknown - Material Unknown	Galvanized	Unknown
620 Blackstone Rd		Galvanized	Galvanized	Non-Lead
621 Blackstone Rd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
630 Blackstone Rd		Galvanized	Galvanized	Non-Lead
631 Blackstone Rd		Unknown - Material Unknown	Galvanized	Unknown
640 Blackstone Rd		Unknown - Material Unknown	Galvanized	Unknown
641 Blackstone Rd		Galvanized	Galvanized	Non-Lead
650 BLACKSTONE RD		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
651 Blackstone Rd		Galvanized	Non-Lead - Plastic	Non-Lead
660 Blackstone Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
661 Blackstone Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
670 Blackstone Rd		Galvanized	Non-Lead - Copper	Non-Lead
671 Blackstone Rd		Unknown - Material Unknown	Non-Lead - Copper	Unknown
680 Blackstone Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
681 Blackstone Rd		Galvanized	Unknown - Material Unknown	Unknown
690 Blackstone Rd		Galvanized	Non-Lead - Copper	Non-Lead
691 Blackstone Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
698 Blackstone Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
699 Blackstone Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
Cedar Bluff		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
142 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
144 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
145 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
146 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
147 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
148 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
149 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
150 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
151 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
152 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
153 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
154 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
155 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
156 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
157 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
158 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
159 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
160 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
161 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
162 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
164 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
166 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
168 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
170 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
172 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
174 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
175 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
176 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
177 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
178 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
179 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
180 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
181 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
182 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
183 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
184 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
185 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
186 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
187 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
188 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
189 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
190 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
191 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
192 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
194 Brewer Cir		Non-Lead - Plastic	Galvanized	Non-Lead
195 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
196 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
198 Brewer Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
110 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
120 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
130 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
140 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
150 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
160 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
170 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
180 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
190 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
200 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
201 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
205 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
210 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
211 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
221 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
225 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
231 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
235 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
241 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
245 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
251 Brian Cir		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
261 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
265 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
270 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
271 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
275 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
280 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
281 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
290 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
291 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
300 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
301 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
310 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
311 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
320 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
321 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
330 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
331 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
340 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
341 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
350 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
351 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
360 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
370 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
371 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
380 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
381 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
390 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
391 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
401 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
411 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
421 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
430 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
431 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
441 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
451 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
460 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
461 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
470 Brian Cir		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
471 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
480 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
481 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
491 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
501 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
511 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
521 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
531 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
541 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
545 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
550 Brian Cir		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
551 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
560 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
561 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
570 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
571 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
580 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
581 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
590 Brian Cir		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
591 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
600 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
610 Brian Cir		Non-Lead - Other	Non-Lead - Other	Non-Lead
611 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
620 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
621 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
630 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
631 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
640 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
641 Brian Cir		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
650 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
651 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
661 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
671 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
681 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
685 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
690 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
691 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
700 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
701 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
711 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
721 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
730 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
731 Brian Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
740 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
741 Brian Cir		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
201 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
221 Bryn Athyn Blvd		Unknown - Material Unknown	Galvanized	Unknown
241 Bryn Athyn Blvd		Unknown - Material Unknown	Galvanized	Unknown
261 Bryn Athyn Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
301 Bryn Athyn Blvd		Galvanized	Non-Lead - Plastic	Non-Lead
341 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
361 Bryn Athyn Blvd		Unknown - Material Unknown	Galvanized	Unknown
381 Bryn Athyn Blvd		Unknown - Material Unknown	Non-Lead - Copper	Unknown
391 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
401 Bryn Athyn Blvd		Galvanized	Galvanized	Non-Lead
411 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
418 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
431 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
441 Bryn Athyn Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
430 Bryn Athyn Blvd, Ste 1		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
430 Bryn Athyn Blvd, Ste 2		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
430 Bryn Athyn Blvd, Ste 3		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
430 Bryn Athyn Blvd, Ste 4		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
104 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
105 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
109 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
115 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
119 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
125 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
129 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
134 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
135 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
138 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
139 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
144 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
145 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
148 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
149 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
154 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
155 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
158 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
159 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
164 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
165 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
168 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
169 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
174 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
175 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
178 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
180 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
183 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
187 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
188 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
200 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
240 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 BRYN MAWR BLVD		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
300 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
320 Bryn Mawr Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
340 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
341 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
360 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
361 Bryn Mawr Blvd		Galvanized	Galvanized	Non-Lead
380 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
400 Bryn Mawr Blvd		Unknown - Material Unknown	Galvanized	Non-Lead
401 Bryn Mawr Blvd		Unknown - Material Unknown	Galvanized	Unknown
419 Bryn Mawr Blvd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
420 Bryn Mawr Blvd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
430 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
439 Bryn Mawr Blvd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
440 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
450 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
459 Bryn Mawr Blvd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
479 Bryn Mawr Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
500 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
520 Bryn Mawr Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
530 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
600 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
601 Bryn Mawr Blvd		Non-Lead - Plastic	Galvanized	Non-Lead
610 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
611 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
620 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
621 Bryn Mawr Blvd		Unknown - Material Unknown	Galvanized	Unknown
630 Bryn Mawr Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
631 Bryn Mawr Blvd		Galvanized	Unknown - Material Unknown	Unknown
640 Bryn Mawr Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
641 Bryn Mawr Blvd		Non-Lead - Plastic	Galvanized	Non-Lead
650 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
651 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
660 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
661 Bryn Mawr Blvd		Non-Lead - Plastic	Galvanized	Non-Lead
670 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
671 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
680 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
681 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
691 Bryn Mawr Blvd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
740 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
760 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
780 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
800 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
840 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
880 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
900 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
940 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
980 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1000 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1040 Bryn Mawr Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
1050 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1052 Bryn Mawr Blvd	Inactive Service	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1056 Bryn Mawr Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Calle Rio		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
3 Calle Rio		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
5 Calle Rio		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Calle Rio		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Calle Rio		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Calle Rio		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
13 Calle Rio		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
15 Calle Rio		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
1 Camellia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Camellia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Camellia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Camellia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Camellia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
12 Caswell Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
13 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
14 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
15 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
16 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
17 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
18 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
19 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
20 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
21 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
22 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
23 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
24 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
25 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
26 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
27 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
28 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
29 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
30 Caswell Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Cedar Bluff Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Cedar Bluff Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
195 Christobal Road	City Hall	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
195 Christobal Road	Fire Station	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
195 Christobal Road	Fire Station	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
195 Christobal Road	Maintenance	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
195 Christobal Road	WWTP	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
600 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
601 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
610 Cornwall Ter		Galvanized	Galvanized	Non-Lead
611 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
620 Cornwall Ter		Galvanized	Galvanized	Non-Lead
621 Cornwall Ter		Galvanized	Non-Lead - Copper	Non-Lead
630 Cornwall Ter		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
631 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
640 Cornwall Ter		Galvanized	Unknown - Material Unknown	Unknown
641 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
650 Cornwall Ter		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
651 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
660 Cornwall Ter		Non-Lead - Plastic	Galvanized	Non-Lead
661 Cornwall Ter		Unknown - Material Unknown	Galvanized	Unknown
670 Cornwall Ter		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
671 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
680 Cornwall Ter		Non-Lead - Plastic	Galvanized	Non-Lead
681 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
690 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
691 Cornwall Ter		Galvanized	Non-Lead - Plastic	Non-Lead
698 Cornwall Ter		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
699 Cornwall Ter		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
621 Cornwall Terrace		Galvanized	Galvanized	Non-Lead
703 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
704 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
705 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
706 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
707 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
708 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
709 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
710 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
711 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
712 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
713 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
714 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
715 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
716 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
717 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
718 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
719 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
721 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
723 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
725 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
727 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
729 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
731 Crestwood St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
Sharon Ct	Forestview Townhomes Pool Rec Area	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
280 Dawn Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
281 Dawn Ln		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
290 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
300 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
301 Dawn Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
310 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
311 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
320 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
321 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
330 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
331 Dawn Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
340 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
341 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
350 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
351 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
360 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
370 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
371 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
380 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
390 Dawn Ln		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
391 Dawn Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
210 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
211 Destin Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
220 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
221 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
230 Destin Dr		Unknown - Material Unknown	Non-Lead - Copper	Non-Lead
231 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
240 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
241 Destin Dr		Non-Lead - Copper	Non-Lead - Plastic	Non-Lead
250 DESTIN DR		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
251 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 Destin Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
261 Destin Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
270 Destin Dr		Galvanized	Non-Lead - Plastic	Non-Lead
271 Destin Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
Islandview Dr	Islandview Rec Area	Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
301 E Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
315 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
321 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
431 E Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
501 E Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
503 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
505 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
506 E Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
510 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
512 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
514 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
518 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
519 E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
491 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
521 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
531 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
541 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
551 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
720 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Other	Non-Lead
750 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
757 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
765 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
777 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
781 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
783 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
789 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
797 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
801 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
809 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
817 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
825 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
833 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
841 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
849 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
857 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
865 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
873 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
881 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
889 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
911 E Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
921 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
931 E Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
841 E MIRACLE STRIP PKWY #1&2		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
841 E MIRACLE STRIP PKWY #3		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
841 E MIRACLE STRIP PKWY #4		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 101		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 201		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 202		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 203		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 204		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 205		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 301		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 302		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 303		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 401		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 402		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 501		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 502		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 503		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 601		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
124 E MIRACLE STRIP PKWY STE 602		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
551 E MIRACLE STRIP PKWY, #A		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
551 E MIRACLE STRIP PKWY, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
100 E Terry Cir		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
110 E Terry Cir		Non-Lead - Copper	Galvanized	Non-Lead
120 E Terry Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
130 E Terry Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
140 E Terry Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
170 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
180 Elliott Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
190 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
200 Elliott Rd		Non-Lead - Plastic	Galvanized	Non-Lead
201 Elliott Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
204 Elliott Rd		Non-Lead - Plastic	Galvanized	Non-Lead
205 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
208 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
210 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
211 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
220 Elliott Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
221 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
224 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
225 Elliott Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
230 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
231 Elliott Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
234 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
240 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
244 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
245 Elliott Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
250 Elliott Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
254 Elliott Rd	Elliott Park	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
15 Emory St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
20 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
21 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
25 Emory St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
30 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
31 Emory St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
40 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
41 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
50 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
60 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
81 Emory St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
85 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
90 Emory St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
91 Emory St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
210 Gregory Dr		Non-Lead - Other	Unknown - Material Unknown	Unknown
211 Gregory Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
220 Gregory Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
221 Gregory Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
230 Gregory Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
231 Gregory Dr		Non-Lead - Copper	Galvanized	Non-Lead
240 Gregory Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
241 Gregory Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
250 Gregory Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
251 Gregory Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
260 Gregory Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
261 Gregory Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
270 Gregory Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
271 GREGORY DR		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
1 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
2 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
3 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
4 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
5 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
6 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
7 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
8 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
9 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
10 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
11 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
12 Hampton Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
100 Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
301 Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
E Hollywood Blvd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
124 Hwy 98		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
130 Hwy 98		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
1 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
3 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
6 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
7 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
8 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
9 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
10 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
11 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
12 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
14 Islandview Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
16 Islandview Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
16 Islandview Dr	2nd Service	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 James Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 James Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
3 James Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 James Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
201 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
202 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
203 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
204 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
205 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
206 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
207 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
208 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
209 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
210 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
241 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
242 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
243 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
244 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
245 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
246 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
247 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
248 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
249 Kathy Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
250 Kathy Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
2 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
6 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
8 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
10 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
12 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
14 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
16 Kimbrough Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
18 Kimbrough Rd	18 Kimbrough Dr	Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
20 Kimbrough Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
2 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
3 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
4 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
5 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
6 Kingston Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
7 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
8 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
9 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
10 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
11 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
12 Kingston Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
1 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
2 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
3 Kohler Dr		Non-Lead - Plastic	Galvanized	Non-Lead
6 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
7 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
8 Kohler Dr		Non-Lead - Other	Non-Lead - Other	Non-Lead
9 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
10 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
11 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
12 Kohler Dr		Non-Lead - Plastic	Galvanized	Non-Lead
13 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
14 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
15 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
16 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Unknown
17 Kohler Dr		Non-Lead - Plastic	Galvanized	Non-Lead
18 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
19 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
20 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
21 Kohler Dr		Non-Lead - Plastic	Galvanized	Non-Lead
22 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
23 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
24 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
25 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
26 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
27 Kohler Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
28 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
29 Kohler Dr		Non-Lead - Plastic	Galvanized	Non-Lead
30 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
31 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
32 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
33 Kohler Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
34 Kohler Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
35 Kohler Dr		Non-Lead - Plastic	Galvanized	Non-Lead
10 Lakewood St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
11 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
14 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
15 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
20 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
21 Lakewood St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
24 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
25 Lakewood St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
30 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
31 Lakewood St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
40 Lakewood St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
41 Lakewood St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
1 Lane Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Lane Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Lane Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Lane Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Lane Dr, Ste A		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Lane Dr, Ste B		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Lane Dr, Ste C		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Lane Dr, Ste D		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Lane Dr, Ste E		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Lane Dr, Ste F		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
210 Lee Dr		Non-Lead - Other	Non-Lead - Copper	Non-Lead
211 Lee Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
220 Lee Dr		Unknown - Material Unknown	Non-Lead - Copper	Unknown
221 Lee Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
230 Lee Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
231 Lee Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
240 Lee Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
241 Lee Dr		Unknown - Material Unknown	Non-Lead - Copper	Unknown
250 Lee Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
251 Lee Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 Lee Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
261 Lee Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
270 LEE DR		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
271 LEE DR		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
50 Leslie Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
51 Leslie Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
60 Leslie Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
61 Leslie Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
12 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
13 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
14 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
15 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
16 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
17 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
18 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
19 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
20 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
21 Magnolia Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
111 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
120 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
130 N Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
131 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
140 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
150 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
151 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
200 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
210 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
211 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
220 N Lorraine Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
221 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
230 N Lorraine Dr		Non-Lead - Copper	Non-Lead - Plastic	Non-Lead
240 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
241 N Lorraine Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
250 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
251 N Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
260 N Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
270 N Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
271 N Lorraine Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
280 N Lorraine Dr		Non-Lead - Copper	Non-Lead - Plastic	Non-Lead
281 N LORRAINE DR		Non-Lead - Plastic	Non-Lead - Other	Non-Lead
290 N Lorraine Dr		Non-Lead - Copper	Non-Lead - Plastic	Non-Lead
2 North St		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
3 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
4 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 North St		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
7 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
8 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
9 North St		Non-Lead - Plastic	Galvanized	Non-Lead
10 North St		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
12 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
19 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
20 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
21 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
22 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
23 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
24 North St		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
25 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
26 North St		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
27 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
29 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
31 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
56 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
58 North St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
62 North St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
64 North St		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
66 North St		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
12 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
14 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
16 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
18 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
20 Oleander Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
5 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
6 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
8 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
10 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
11 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
13 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
15 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
16 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
17 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
18 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
19 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
20 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
21 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
22 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
23 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
24 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
25 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
26 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
27 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
28 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
29 Overstreet Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
30 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
31 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
32 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
33 Overstreet Dr		Galvanized	Non-Lead - Copper	Non-Lead
35 Overstreet Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
220 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
221 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
222 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
223 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
224 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
225 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
226 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
227 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
228 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
229 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
230 Oxford Ct		Unknown - Material Unknown	Non-Lead - Copper	Unknown
231 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
240 Oxford Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
242 Oxford Ct		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
244 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
246 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
248 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
260 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
262 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
264 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
266 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
268 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
304 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
305 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
306 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
307 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
308 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
309 Oxford Ct		Unknown - Material Unknown	Non-Lead - Copper	Unknown
310 Oxford Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
311 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
311 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
312 Oxford Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
313 Oxford Ct		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
314 Oxford Ct		Unknown - Material Unknown	Non-Lead - Copper	Unknown
315 Oxford Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
200 Page Bacon Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
323 Page Bacon Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
413 Page Bacon Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
415 Page Bacon Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
433 Page Bacon Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
200 Page Bacon Rd B		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
217 Page Bacon Rd Ste #8		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
217 PAGE BACON RD, Ste 1		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 1		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
217 Page Bacon Rd, Ste 10		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 10		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
217 Page Bacon Rd, Ste 11		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
323 Page Bacon Rd, Ste 11		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 11		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
217 Page Bacon Rd, Ste 12		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 12		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
217 Page Bacon Rd, Ste 13		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 13		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
217 Page Bacon Rd, Ste 14		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
323 Page Bacon Rd, Ste 14		Non-Lead - Plastic	Non-Lead - Plastic	Unknown
323 Page Bacon Rd, Ste 15	Inactive Service	Non-Lead - Plastic	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 16		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
323 Page Bacon Rd, Ste 17		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 19		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
217 Page Bacon Rd, Ste 2		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
323 Page Bacon Rd, Ste 2		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
323 Page Bacon Rd, Ste 20		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
107 Point Comfort Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
108 Point Comfort Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
109 Point Comfort Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
112 Point Comfort Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
114 Point Comfort Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
116 Point Comfort Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
118 Point Comfort Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
120 Point Comfort Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Pryor Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
4 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
6 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
8 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
110 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
111 Pryor Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
113 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
115 Pryor Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
117 Pryor Dr		Non-Lead - Plastic	Galvanized	Non-Lead
119 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
121 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
122 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
123 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
125 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
127 Pryor Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
129 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
131 Pryor Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
1 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 REGENCY PARK DR		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
12 Regency Park Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Ridgelake Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
11 Ridgelake Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
15 Ridgelake Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
20 Ridgelake Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
21 Ridgelake Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
24 Ridgelake Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
25 Ridgelake Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
30 Ridgelake Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
31 Ridgelake Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
40 Ridgelake Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
41 Ridgelake Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
51 Ridgelake Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
10 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
12 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
14 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
16 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
18 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
20 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
22 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
24 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
26 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
28 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
30 Roserita Pl		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
1 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
12 Royal Palm Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
13 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
15 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
17 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
19 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
21 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
23 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
24 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
25 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
26 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
28 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
29 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
30 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
31 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
32 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
33 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
34 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
35 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
36 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
37 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
38 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
39 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
40 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
41 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
42 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
43 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
44 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
45 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
46 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
47 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
48 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
49 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
51 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
53 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
55 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
57 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
59 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
61 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
63 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
70 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
72 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
74 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
76 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
78 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
80 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
82 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
84 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
86 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
88 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
90 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
92 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
94 Ruby Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 S Andalusia Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 S Christobal Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 S Christobal Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 S Christobal Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
100 S Lorraine Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
110 S Lorraine Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
115 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
120 S Lorraine Dr		Unknown - Material Unknown	Galvanized	Unknown
200 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
210 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
211 S Lorraine Dr		Non-Lead - Copper	Non-Lead - Plastic	Non-Lead
220 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
221 S Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
231 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
241 S Lorraine Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
250 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
251 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 S Lorraine Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
261 S Lorraine Dr	Inactive Service	Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
271 S Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
280 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
281 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
290 S Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
291 S Lorraine Dr		Non-Lead - Copper	Non-Lead - Plastic	Non-Lead
301 S Lorraine Dr		Non-Lead - Copper	Unknown - Material Unknown	Unknown
311 S Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
321 S Lorraine Dr		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
113 Scottsdale Ct		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
115 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
117 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
118 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
119 Scottsdale Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
120 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
121 SCOTTSDALE CT		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
122 Scottsdale Ct		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
123 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
124 Scottsdale Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
125 Scottsdale Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
126 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
128 Scottsdale Ct		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
130 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
132 Scottsdale Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
134 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
136 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
137 Scottsdale Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
138 Scottsdale Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
140 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
142 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
143 Scottsdale Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
144 Scottsdale Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
145 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
146 Scottsdale Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
147 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
148 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
149 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
150 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
152 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
153 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
154 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
156 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
158 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
159 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
160 Scottsdale Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
161 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
162 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
163 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
164 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
165 Scottsdale Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Shady Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 Shady Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
3 Shady Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Shady Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
6 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Shady Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
11 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
12 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
13 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
14 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
15 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
17 Shady Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
2 Shamrock Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
3 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
6 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
7 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
8 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
9 Shamrock Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
10 Shamrock Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
201 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
202 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
203 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
204 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
205 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
206 Sharon Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
207 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
208 Sharon Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
209 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
210 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
212 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
241 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
242 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
243 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
244 Sharon Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
245 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
246 Sharon Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
247 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
248 Sharon Ct		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
249 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
250 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
252 Sharon Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
621 Shrewsbury		Galvanized	Non-Lead - Plastic	Non-Lead
200 Shrewsbury Rd		Unknown - Material Unknown	Non-Lead - Plastic	Non-Lead
201 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
240 Shrewsbury Rd		Galvanized	Galvanized	Non-Lead
241 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
260 Shrewsbury Rd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
261 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
300 Shrewsbury Rd		Galvanized	Galvanized	Non-Lead
301 Shrewsbury Rd		Galvanized	Galvanized	Non-Lead
320 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
321 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
340 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
341 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
360 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
361 Shrewsbury Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
380 Shrewsbury Rd		Galvanized	Unknown - Material Unknown	Unknown
381 Shrewsbury Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
400 Shrewsbury Rd		Non-Lead - Plastic	Galvanized	Non-Lead
401 Shrewsbury Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
410 Shrewsbury Rd		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
411 Shrewsbury Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
420 Shrewsbury Rd		Galvanized	Non-Lead - Copper	Non-Lead
421 Shrewsbury Rd		Galvanized	Non-Lead - Plastic	Non-Lead
430 Shrewsbury Rd		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
431 Shrewsbury Rd		Non-Lead - Plastic	Galvanized	Non-Lead
440 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
441 Shrewsbury Rd		Unknown - Material Unknown	Galvanized	Unknown
450 Shrewsbury Rd		Galvanized	Non-Lead - Plastic	Non-Lead
451 Shrewsbury Rd		Unknown - Material Unknown	Galvanized	Unknown
500 Shrewsbury Rd		Galvanized	Galvanized	Non-Lead
509 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
520 Shrewsbury Rd		Galvanized	Unknown - Material Unknown	Unknown
521 Shrewsbury Rd		Galvanized	Unknown - Material Unknown	Unknown
600 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
601 Shrewsbury Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
610 Shrewsbury Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
611 Shrewsbury Rd		Galvanized	Unknown - Material Unknown	Unknown
620 Shrewsbury Rd		Galvanized	Non-Lead - Plastic	Non-Lead
621 Shrewsbury Rd		Galvanized	Unknown - Material Unknown	Unknown
630 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
631 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
640 Shrewsbury Rd		Unknown - Material Unknown	Galvanized	Unknown
641 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
650 Shrewsbury Rd		Unknown - Material Unknown	Galvanized	Unknown
651 Shrewsbury Rd		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
660 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
661 Shrewsbury Rd		Galvanized	Non-Lead - Plastic	Non-Lead
670 Shrewsbury Rd		Galvanized	Unknown - Material Unknown	Unknown
671 Shrewsbury Rd		Galvanized	Non-Lead - Plastic	Non-Lead
680 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
681 Shrewsbury Rd		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
690 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
691 Shrewsbury Rd		Galvanized	Non-Lead - Plastic	Non-Lead
698 Shrewsbury Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
699 Shrewsbury Rd		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
5 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
6 Sleepy Hollow Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
7 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
12 Sleepy Hollow Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
14 Sleepy Hollow Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
9 Sleepy Hollow Drive		Non-Lead - Copper	Non-Lead - Copper	Non-Lead
1 Soundside Cv		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Soundside Cv		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Soundside Cv		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
7 Soundside Cv		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Soundside Cv		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
480 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
482 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
484 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
485 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
487 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
488 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
489 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
490 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
492 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
494 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
496 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
498 Soundview Ct		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
370 Stonehenge Cir		Galvanized	Unknown - Material Unknown	Unknown
380 Stonehenge Cir		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
390 Stonehenge Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
380 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
400 Stonehenge Dr		Unknown - Material Unknown	Galvanized	Unknown
410 Stonehenge Dr		Unknown - Material Unknown	Galvanized	Unknown
411 Stonehenge Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
420 Stonehenge Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
421 Stonehenge Dr		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
430 Stonehenge Dr		Non-Lead - Plastic	Galvanized	Non-Lead
431 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
440 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
441 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
450 Stonehenge Dr		Non-Lead - Plastic	Galvanized	Non-Lead
451 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
500 Stonehenge Dr		Galvanized	Non-Lead - Copper	Non-Lead
501 Stonehenge Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
520 Stonehenge Dr		Galvanized	Non-Lead - Plastic	Non-Lead
521 Stonehenge Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
540 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
560 Stonehenge Dr		Galvanized	Unknown - Material Unknown	Unknown
600 Stonehenge Dr		Galvanized	Unknown - Material Unknown	Unknown
601 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
610 Stonehenge Dr		Galvanized	Non-Lead - Copper	Non-Lead
611 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
620 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
621 Stonehenge Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
630 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
631 Stonehenge Dr		Unknown - Material Unknown	Galvanized	Unknown
640 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
641 Stonehenge Dr		Unknown - Material Unknown	Non-Lead - Copper	Unknown
650 Stonehenge Dr		Galvanized	Unknown - Material Unknown	Unknown
651 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
660 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
661 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
670 Stonehenge Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
671 Stonehenge Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
680 Stonehenge Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
681 Stonehenge Dr		Unknown - Material Unknown	Non-Lead - Plastic	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
600 Sussex Rd	Elliot Park	Unknown - Material Unknown	Unknown - Material Unknown	Unknown
150 W Highway 98		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
210 W Hollywood Blvd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
201 W Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
210 W Lorraine Dr		Unknown - Material Unknown	Non-Lead - Other	Unknown
211 W Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
220 W Lorraine Dr		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
221 W LORRAINE DR		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
230 W Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
231 W LORRAINE DR		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
240 W Lorraine Dr		Non-Lead - Other	Non-Lead - Plastic	Non-Lead
241 W Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
250 W Lorraine Dr		Non-Lead - Other	Non-Lead - Plastic	Non-Lead
251 W Lorraine Dr		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
260 W Lorraine Dr		Unknown - Material Unknown	Non-Lead - Copper	Unknown
261 W Lorraine Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
270 W Lorraine Dr		Non-Lead - Plastic	Non-Lead - Other	Non-Lead
271 W Lorraine Dr		Non-Lead - Plastic	Unknown - Material Unknown	Unknown
100 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
101 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
121 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
130 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
141 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
181 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
199 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
209 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
233 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
257 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
265 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
281 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
283 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
289 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
301 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
317 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
325 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
333 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
349 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
369 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
381 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
393 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
399 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
401 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
411 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
421 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
441 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
451 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
471 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
491 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
501 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
511 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
520 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
531 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
541 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
549 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
571 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
587 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
589 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
591 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
601 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
603 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
605 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
610 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
611 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
620 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
621 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
630 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
640 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
641 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
671 W Miracle Strip Pkwy		Galvanized	Non-Lead - Plastic	Non-Lead
701 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
721 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
741 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
745 W Miracle Strip Pkwy		Unknown - Material Unknown	Unknown - Material Unknown	Unknown

Street Address	Other Location Identifier	System-Owned Portion Service Line Material Classification	Customer-Owned Portion Service Line Material Classification	Entire Service Line Material Classification
775 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
777 W Miracle Strip Pkwy		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
171 W Miracle Strip Pkwy #A		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
171 W Miracle Strip Pkwy #B		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
257 W Miracle Strip Pkwy, #A		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
297 W Miracle Strip Pkwy, #A		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
611 W Miracle Strip Pkwy, #A		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
621 W Miracle Strip Pkwy, #A		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
671 W Miracle Strip Pkwy, #A		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
257 W Miracle Strip Pkwy, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
297 W Miracle Strip Pkwy, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
511 W Miracle Strip Pkwy, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
611 W Miracle Strip Pkwy, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
621 W Miracle Strip Pkwy, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
671 W Miracle Strip Pkwy, #B		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
621 W Miracle Strip Pkwy, #C		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
191 W Miracle Strip Pkwy, Apt 1		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
411 W Miracle Strip Pkwy, Apt 1		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
191 W Miracle Strip Pkwy, Apt 2		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
411 W Miracle Strip Pkwy, Apt 2		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
191 W Miracle Strip Pkwy, Apt 3		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
191 W Miracle Strip Pkwy, Apt 3		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
191 W Miracle Strip Pkwy, Apt 4		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
105 W Terry Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
115 W Terry Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
125 W Terry Cir		Non-Lead - Other	Non-Lead - Plastic	Non-Lead
135 W Terry Cir		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
145 W Terry Cir		Galvanized	Non-Lead - Copper	Non-Lead
160 Walker Drive		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Windale Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
4 Windale Rd		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
3 Windy Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
4 Windy Ln		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Windy Ln		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
1 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
2 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
3 Winfield Way		Non-Lead - Plastic	Non-Lead - Copper	Non-Lead
4 Winfield Way		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
5 Winfield Way		Non-Lead - Plastic	Non-Lead - Plastic	Non-Lead
6 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
7 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
8 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
9 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
10 Winfield Way		Unknown - Material Unknown	Unknown - Material Unknown	Unknown
11 Winfield Way		Unknown - Material Unknown	Non-Lead - Plastic	Unknown
12 Winfield Way		Non-Lead - Plastic	Unknown - Material Unknown	Unknown

Lead Service Line Replacement Plan

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Version: Original

City of Mary Esther

October 13, 2024



THE CITY of
Mary Esther
FLORIDA

1. Executive summary

The Lead and Copper Rule Revisions (LCRR) promulgated by the United States Environmental Protection Agency (EPA) requires the City of Mary Esther (City) to create and develop a Lead Service Line Replacement (LSLR) Plan to comply with the rule requirements. These requirements include identifying lead service lines (LSLs) and galvanized requiring replacement (GRR), conducting partial or full LSL replacements by developing a LSLR prioritization strategy, creating strategies for informing customers about LSLRs, and identifying funding strategies for a successful LSLR. This LSLR Plan is intended to be a living document that will be updated and modified as additional information is determined throughout the system and in accordance with changing regulations. This plan is based on the current LCRR regulations; however, the EPA recently released the Lead and Copper Rule Improvements (LCRI) which could impact the requirements of this LSLR Plan. This plan will be updated to reflect LCRI compliance when the new proposed rule is published in the federal registry and becomes law.

To comply with the LCRR requirements, the following components must be included per [40 CFR §141.84 Lead service line replacement requirements.]:

- A strategy for determining the composition of lead status unknown service lines in the inventory;
- A procedure to conduct a full LSLR;
- A strategy for informing customers before a full or partial LSLR;
- For systems that serve more than 10,000 persons, a recommended LSLR goal rate in the event of a lead trigger level exceedance; *(note: the City's water system serves less than 10,000 persons)*
- A procedure for customers to flush service lines and premise plumbing of particulate lead;
- A LSLR prioritization strategy based on factors including but not limited to the targeting of known LSLs and LSLR for disadvantaged consumers and populations most sensitive to the effects of lead.
- A funding strategy for conducting LSLRs that considers ways to accommodate customers that are unable to pay to replace the portion they own.

The objective of this plan is to provide guidance to outline the steps that the City can follow to implement its LSLR program. Each of the items listed as requirements of the LCRR are incorporated in this plan.

1.1 General Water System Information

Table 1-1 contains information about the City at the time of plan submission. These values are subject to change as unknown service line materials are identified and service lines are replaced.

Table 1-1. General Water System Information

System Name:	City of Mary Esther
Public Water System ID:	FL1460455
Total Number of Service Connections:	2,007
Number of Lead Service Lines:	0
Number of Galvanized Requiring Replacement Service Lines:	0
Number of Service Lines of Unknown Material:	1,309
Number of Non-Lead Service Lines:	698
Total Population Served:	4,013

Contact information and responsible parties for this plan are listed in Table 1-2. Jacobs is responsible for creating and maintaining the LSLR plan. The City is responsible for identification of service line materials, maintenance of the LSL inventory, construction oversight, plan submission and maintaining online inventory updates.

Table 1-2. Contact Information and Responsible Parties

Water System Owner Contact Information	
Name: L. Shawn Lindsey	Title: Director of Public Works
Phone: (850) 243-3566	Email: SLindsey@cityofmaryesther.com
Plan Preparer Contact Information: Jacobs	
Name: Greg Terry	Title: Project Manager
Phone: (850) 336-5038	Email: Greg.Terry@jacobs.com
Licensed Operator Contact Information	
Name: Randall Killian	Title: Operations Manager
Phone: (423) 681-9518	Email: Randall.Killian@jacobs.com

2. Inventory Updates

Per the LCRR, the City is required to identify all LSLs on both the public (City) and private (customer) owned portions of the service lines in the City's service area. The lead service line inventory must be submitted to the Florida Department of Environmental Protection (FDEP) by October 16, 2024, and must be made publicly available.

Developing the LSL inventory is a continuous and iterative process. Thus, the City will update its LSL inventory and the LSLR Plan concurrently as new information on service line materials is available and as services lines are replaced. Based on current requirements, the updated LSL inventory will be submitted to FDEP annually of each subsequent year unless there are no LSLs, GRRs, or unknown service lines. If any lead or galvanized replacement service line is newly identified, the water system has thirty (30) days to notify FDEP and update the inventory. (FDEP Guidance issued January 2024)

2.1 Identifying Unknown Service Lines

The City utilized multiple data sources to develop and update the LSL inventory. Available records from the City were examined first to identify documented service line materials. Service lines installed or buildings constructed after the January 18, 1989, state lead ban date were classified as non-lead, as well as service lines greater than 2 inches in diameter.

If the records are incomplete, inconsistent, or cannot be verified, the next step is field identification, in conjunction with ongoing operations and maintenance (O&M) work, and other upcoming capital improvements projects. As routine and ongoing O&M work is completed, the City will perform visual inspections of service lines when possible.

2.1.1 Field Identification

The City has begun to collect information with regards to service line material while conducting routine or maintenance operations. This effort began in 2023 and has provided the City with an opportunity to conduct field investigations of service lines in conjunction with work on other projects or during O&M activities. The information captured during field operations includes material identification of service line whenever encountered and physically inspecting service lines during excavation and potholing.

2.2 Customer Notification of Service Line Material

Customers must be notified of LSL, GRR, and unknown service lines within thirty (30) days of the initial inventory completion, and annually thereafter. If the unknown materials are identified as LSLs or GRR through the methods outlined above, customers will be notified with the appropriate letter annually. New customers (identified through a new billing account) with LSL, GRR, or unknown service lines will be notified of their service line material at the time-of-service connection.

3. Lead Service Line Replacement Procedures

Replacement procedures include data management, replacement scenarios and private property access, coordination activities, emergency replacements, and the schedule and prioritization of LSLRs. The City will replace any lead gooseneck, pigtail, or connector it owns when encountered during planned or emergency water system infrastructure work in accordance with AWWA C810-17 Replacement and Flushing of Lead Service Lines. Note throughout this section and document, LSL is as a reference to both LSLs and GRRs.

3.1 Data Management

Data collected during service line material identification activities and service line replacements will be collected at a central location. Coordination with the contractor will ensure that relevant data is collected during these activities. Service line information will be stored in the appropriate electronic database. The FDEP Service Line inventory spreadsheet file will be updated accordingly.

3.2 Replacement Scenarios and Private Property Access

The City will replace City-owned LSLs and will make every effort to inform the customer if the privately owned portion is a LSL to encourage full replacements. Full LSLRs will be prioritized and will follow the analysis described in Section 3.6. The city-owned LSL will be replaced from the connection at the water main to the shut-off valve (typically located at the meter). If a LSL is identified on the customer-owned portion, the customer will be directed to contact a licensed plumber to conduct a LSLR at their own cost. The City will coordinate LSLR with scheduled construction activities such as water main replacement or repair when feasible.

3.3 Coordination with Customers

The City owns the service line from the water main to the water meter and the customer owns the portion of the service line from the water meter into the building. Therefore, communication and coordination with customers is essential for successful LSLRs. Communication with customers will be achieved through a combination of door hangers, emails, letters, and/or post cards. All communication materials will meet the EPA's requirements as mandated in the LCRR. Two attempts will be made to communicate information about full LSLRs, to meet LCRR requirements.

3.4 Coordination with Contractors

The City will set up service line replacement on-call contracts to accomplish the work described in this plan. Local contractor or contractors will be pre-qualified and contracted based on qualifications and bid specifications.

The City will require any hired contractors to be licensed and certified. It will be the contractor's responsibility to procure the licensed plumbers and perform all work in accordance with requirements described in the City's contract. All documents and copies of communications with contractors will be retained per the City's document retention policies.

The City will require the contractors to replace any lead gooseneck, pigtail, connector, and LSLs with non-lead material that is approved for drinking water and in accordance with City standards and plumbing codes, as required by the LCRR.

3.5 Emergency Replacement

This LSLR plan has been developed for planned replacement activities. However, there are scenarios where emergency replacements are required, such as pipe breaks or leaks. The City will take the necessary steps to ensure that materials are available and procedures in place to handle emergency replacements as they arise.

3.6 Schedule and Prioritization of LSL Replacements

The schedule for LSLR will be determined once the complete inventory has been established. The number and ramp to achieve total LSLR will be based on the LCRI requirements. The City will coordinate LSLRs with scheduled construction activities such as water main replacement or repairs when feasible.

Lead Service Line Replacement Plan

The City has assessed the demographic and environmental status of the neighborhoods within the service area, relying on the EPA's EJSCREEN tool as a key resource. Additional GIS work has allowed the City to determine areas to prioritize in its lead program. The prioritized areas have the following characteristics:

- Proximity to known LSLs;
- High density of children under age 5;
- Low income;
- Minority populations.

Figure 1 displays the LSL replacement priority map with known LSLs and EJScreen overlay to identify areas for prioritization.

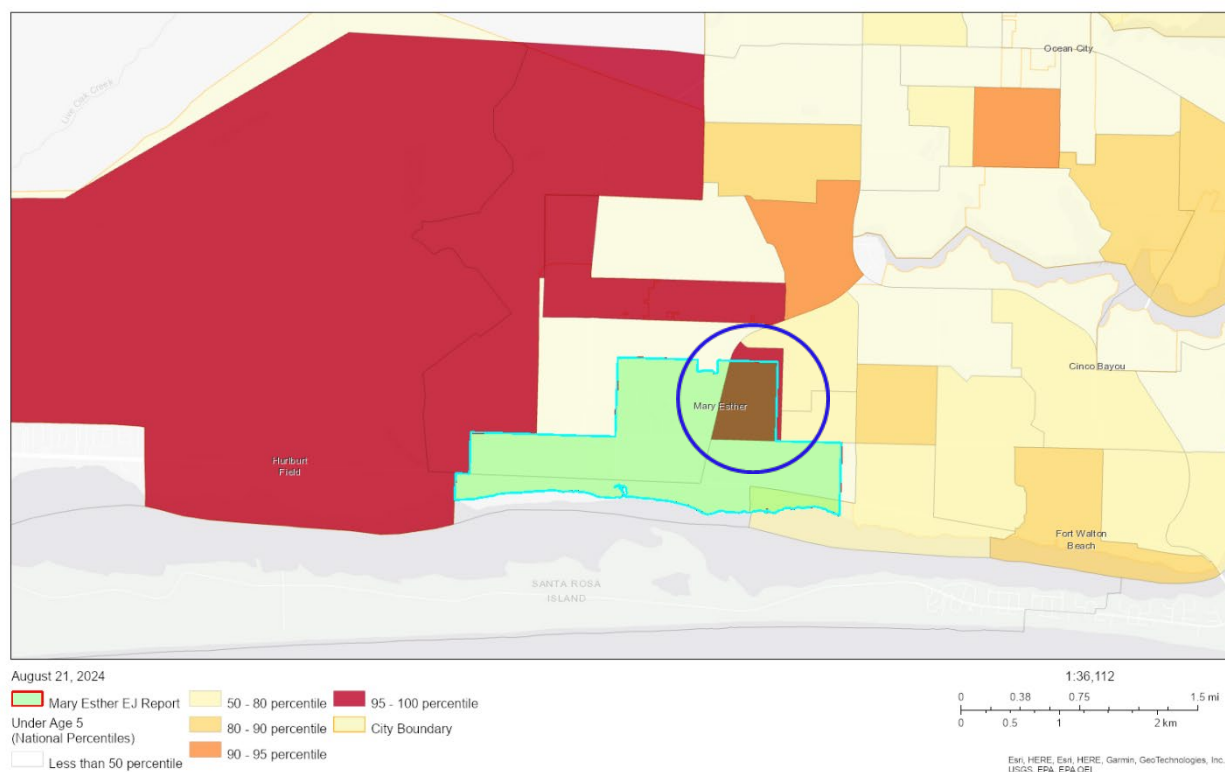


Figure 1 - LSL Replacement Priority Map

The green shaded area represents the city limits of Mary Esther, the area circled in blue has been identified by the EPA's EJScreen to be higher in concentration of a vulnerable population (under age 5) than other areas of the city. As required by LCRI, the City will prioritize this area of the city for early action for the LSL replacement program. If any additional neighborhoods that should also be prioritized are identified, the LSLR plan will be modified accordingly.

4. Funding Strategies

City owned service line replacements will be funded utilizing a strategy that includes a combination of federal grants, state revolving funds (SRF), and other funding sources. The City is committed to pursuing funding options with the least financial impact on the City and the customer, including aggressive pursuit of outside funding support. Customer-owned service line replacements will be funded primarily by

property owner contributions or other sources based on policies that will be developed for the program and approved by the City Council. Customer participation in the LSLR program will be voluntary. Funds will be used to support customer outreach, service line identification, service line replacements, sampling, and filter procurement and distribution.

4.1 Funding Options

The City plans to aggressively pursue outside funding that is being made available through federal, state, and other sources to reduce the impact of the program on system customers. For the portion of the program not covered by outside sources, the City is considering several forms of debt and likely some portion of funding through equity sources such as user fee revenues.

5. References

American Water Works Association (AWWA). 2017. ANSI/AWWA C810-17: Replacement and Flushing of Lead Service Lines. Denver: American Water Works Association. November 1.

EPA, 2021. National Primary Drinking Water Regulation: Lead and Copper Rule Revisions. 86 FR 4198. <https://www.federalregister.gov/documents/2021/01/15/2020-28691/national-primary-drinking-water-regulations-lead-and-copper-rule-revisions>



City of Mary Esther
Cash and Investment Balances
as of September 30, 2024

BMS Account	GENERAL FUND BANK	Summary of Investments 9/30/2024	Fund	INTEREST RATE	Purpose of Acct.
101251	FNBT BANK	\$151,280.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,350,887.86	1	5.33%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$340,379.47	410	5.33%	W/S Savings/Investment
101001	FNBT BANK	\$11,924,562.18	1 & 410	4.50%	Operating Acct.
101001	FNBT BANK	\$0.00	410	0.00%	Credit Card Payments Account
101210	FNBT BANK	\$0.00	1	0.00%	Payroll Account
101001	FNBT BANK	\$6,096.64	1	0.00%	HRA Account
101001	FNBT BANK	\$1,633,673.86	1 & 410	4.50%	Money Market Account
104301	FLCLASS	\$528,716.51	1	5.24%	GF Investment
104302	AMERIS BANK	\$6,530.25	1	0.00%	GF Investment

\$16,942,126.77

FY23-24 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH	\$4,146,554
FY2024 Budget deficit	(\$2,427,547)
FY24 budget amendment Resolution 24-04	\$99,379

ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH \$1,818,386

FY23-24 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH	\$4,431,432
FY2024 Budget surplus	\$138,680

ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH \$4,570,112

FY 23-24 BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND	\$1,888,263
FY2024 Transfer to General Fund	(\$2,411,145)
FY2024 Estimated Revenue	\$522,882

DISCRETIONARY SALES SURTAX FUND BALANCE (\$0)

GRAND TOTAL ALL FUNDS: \$6,388,498

RESTRICTED REVENUES:

IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES	
Fire Protection	\$66,993
Law Enforcement	\$62,908
Stormwater	\$41,165
Transportation	\$66,988
Parks & Recreation	\$36,600
Water & Sewer	\$8,688
TOTAL	\$283,343

OTHER RESTRICTED REVENUE

Committed to natural disaster relief	\$2,330,610
TOTAL	\$2,330,610

TOTAL RESTRICTED REVENUES \$2,613,953



City of Mary Esther, FL

Budget vs Actuals

Account Summary

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 00 - UNDESIGNATED							
001-00-311100	AD VALOREM TAXES	2,089,383.00	2,089,383.00	0.00	2,061,062.71	2,061,062.71	28,320.29
001-00-311200	AD VALOREM TAXES-DELO	65,000.00	65,000.00	32.73	68,244.17	68,244.17	-3,244.17
001-00-312130	TOURIST DEVELOPMENT TAX	180,000.00	0.00	0.00	0.00	0.00	0.00
001-00-312410	FIRST LOCAL OPTION FUEL TAX	200,000.00	200,000.00	17,227.15	191,448.06	191,448.06	8,551.94
001-00-314100	UTILITY TAXES-ELECTRIC	235,000.00	235,000.00	24,315.53	216,537.79	216,537.79	18,462.21
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	255,000.00	255,000.00	15,018.02	170,943.71	170,943.71	84,056.29
001-00-314300	UTILITY TAXES-WATER	123,484.00	123,484.00	10,870.76	122,228.75	122,228.75	1,255.25
001-00-314400	UTILITY TAXES-GAS	40,000.00	40,000.00	2,555.58	42,221.43	42,221.43	-2,221.43
001-00-314800	UTILITY TAXES -PROPANE GAS	0.00	0.00	0.00	264.13	264.13	-264.13
001-00-316010	BUSINESS TAX - PENALTY INT	1,000.00	1,000.00	137.50	1,353.50	1,353.50	-353.50
001-00-316100	BUSINESS TAX	95,000.00	95,000.00	48,425.00	192,158.00	192,158.00	-97,158.00
001-00-322000	BUILDING PERMITS	80,000.00	80,000.00	262.40	5,849.69	5,849.69	74,150.31
001-00-323100	ELECTRICITY FRANCHISE FEES	205,000.00	205,000.00	17,816.31	296,889.85	296,889.85	-91,889.85
001-00-323400	GAS FRANCHISE FEES	35,000.00	35,000.00	2,276.21	38,787.99	38,787.99	-3,787.99
001-00-324120	IMPACT FEES-FIRE PROTECTION	0.00	0.00	0.00	3,126.76	3,126.76	-3,126.76
001-00-324125	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	0.00	1,270.80	1,270.80	-1,270.80
001-00-329050	TRACKING FEES	1,000.00	1,000.00	1,100.00	6,925.00	6,925.00	-5,925.00
001-00-331500	FEDERAL DISASTER RELIEF	0.00	0.00	0.00	94,144.59	94,144.59	-94,144.59
001-00-334501	STATE DISASTER RELIEF	0.00	0.00	0.00	5,230.26	5,230.26	-5,230.26
001-00-335120	STATE REVENUE SHARING PROCEEDS	160,000.00	160,000.00	17,863.94	205,640.61	205,640.61	-45,640.61
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	500.00	500.00	0.00	832.05	832.05	-332.05
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	460,000.00	460,000.00	57,452.07	474,687.86	474,687.86	-14,687.86
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	1,000.00	1,000.00	652.79	3,695.41	3,695.41	-2,695.41
001-00-338210	INTERGOV REV - LIBRARY COOP	61,000.00	61,000.00	0.00	63,120.00	63,120.00	-2,120.00
001-00-341200	ZONING FEES	0.00	0.00	775.00	850.00	850.00	-850.00
001-00-341300	CODE ENFORCEMENT ADMIN FEES	500.00	500.00	0.00	0.00	0.00	500.00
001-00-341901	FIRE DEPARTMENT FEES	8,500.00	8,500.00	1,068.00	14,011.50	14,011.50	-5,511.50
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	10.00	190.00	190.00	-190.00
001-00-341910	PLAN REVIEW	0.00	0.00	0.00	500.00	500.00	-500.00
001-00-341920	SITE INSPECTION	500.00	500.00	0.00	50.00	50.00	450.00
001-00-342510	FINAL INSPECTION	1,000.00	1,000.00	90.00	540.00	540.00	460.00
001-00-342910	IMPACT FEE- STORMWATER	0.00	0.00	0.00	1,000.00	1,000.00	-1,000.00
001-00-343800	CEMETERY FEES	100.00	100.00	0.00	300.00	300.00	-200.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	0.00	0.00	102.00	912.20	912.20	-912.20
001-00-344220	BOAT LAUNCH ANNUAL PERMIT	0.00	0.00	0.00	142.00	142.00	-142.00
001-00-344901	FLORIDA DOT	21,839.00	21,839.00	0.00	21,839.47	21,839.47	-0.47
001-00-344910	IMPACT FEE- TRANSPORTATION	0.00	0.00	0.00	988.40	988.40	-988.40
001-00-349100	LIEN SEARCH FEE	1,000.00	1,000.00	160.00	1,980.00	1,980.00	-980.00
001-00-351100	COURT FINES	3,000.00	3,000.00	1,059.19	8,855.32	8,855.32	-5,855.32
001-00-352000	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	266.00	2,284.50	2,284.50	-784.50
001-00-354100	VIOLATION OF LOCAL ORDINANCE	2,500.00	2,500.00	1,757.33	7,894.33	7,894.33	-5,394.33
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	1.67	10.67	10.67	-10.67
001-00-361100	INTEREST INCOME	120,000.00	120,000.00	34,978.27	423,755.86	423,755.86	-303,755.86
001-00-365100	SCRAP SALES	0.00	0.00	0.00	265.20	265.20	-265.20
001-00-366010	DONATIONS & CONTRIBUTIONS LIBR...	1,000.00	17,000.00	0.00	6,245.85	6,245.85	10,754.15
001-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	870.00	188.04	7,532.66	7,532.66	-6,662.66
001-00-381000	INTERFUND TRANSFER	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
001-00-384000	DEBT PROCEEDS	1,177,779.00	3,843,324.00	0.00	3,843,324.00	3,843,324.00	0.00
001-00-389200	GRANTS - FEDERAL	0.00	0.00	0.00	579,462.75	579,462.75	-579,462.75

Budget vs Actuals

[001-00-389400](#)

For Fiscal: 2023-2024 Period Ending: 09/30/2024						
	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
GRANTS - OTHER SOURCES	1,187,775.00	1,281,919.59	5,000.00	5,000.00	5,000.00	1,276,919.59
Department: 00 - UNDESIGNATED Total:	9,225,505.00	11,822,064.59	261,461.49	9,194,597.83	9,194,597.83	2,627,466.76
Revenue Total:	9,225,505.00	11,822,064.59	261,461.49	9,194,597.83	9,194,597.83	2,627,466.76

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51100 - LEGISLATIVE							
Department: 11 - MAYOR AND CITY COUNCIL							
001-11-51100-1210	SALARIES	19,200.00	19,200.00	3,610.00	17,665.00	17,665.00	1,535.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,200.00	1,200.00	223.82	1,095.23	1,095.23	104.77
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	282.48	282.48	317.52
001-11-51100-3000	MEDICARE INSURANCE	300.00	300.00	52.37	256.39	256.39	43.61
001-11-51100-3100	PROFESSIONAL SERVICES	11,000.00	11,000.00	4,000.00	4,000.00	4,000.00	7,000.00
001-11-51100-4010	TRAVEL & PER DIEM	13,000.00	13,000.00	17.64	14,020.58	13,745.58	-745.58
001-11-51100-4810	TROPHIES AND AWARDS	800.00	800.00	44.69	144.69	144.69	655.31
001-11-51100-4930	TRAINING	4,200.00	4,200.00	-425.00	3,147.66	3,147.66	1,052.34
001-11-51100-4940	ELECTION EXPENSES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-11-51100-5110	OFFICE SUPPLIES	250.00	250.00	67.96	78.98	78.98	171.02
001-11-51100-5280	LEAGUE OF CITIES DINNERS	11,875.00	11,875.00	0.00	8,060.02	8,060.02	3,814.98
001-11-51100-5290	OPERATING SUPPLIES	2,150.00	2,150.00	300.53	1,461.60	1,590.57	559.43
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,600.00	4,600.00	0.00	4,240.00	4,240.00	360.00
001-11-51100-5742	SANTA RUN	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-11-51100-6400	COMPUTER SOFTWARE & EQUIPMENT	0.00	0.00	0.00	2,432.54	2,432.54	-2,432.54
Department: 11 - MAYOR AND CITY COUNCIL Total:		73,675.00	73,675.00	7,892.01	56,885.17	56,739.14	16,935.86
Activity: 51100 - LEGISLATIVE Total:		73,675.00	73,675.00	7,892.01	56,885.17	56,739.14	16,935.86
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	170,700.00	160,000.00	17,546.29	147,585.71	147,585.71	12,414.29
001-12-51200-2110	SOCIAL SECURITY TAXES	10,584.00	9,920.00	1,088.60	10,284.16	10,284.16	-364.16
001-12-51200-2210	RETIREMENT	23,898.00	16,197.00	1,718.99	11,346.16	11,346.16	4,850.84
001-12-51200-2310	EMPLOYEE INSURANCE	34,840.00	30,000.00	33.00	21,097.50	21,097.50	8,902.50
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	80.04	80.04	89.96
001-12-51200-3000	MEDICARE INSURANCE	2,476.00	2,320.00	254.60	2,140.68	2,140.68	179.32
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	1,007.16	2,126.66	3,447.42	2,652.58
001-12-51200-4930	TRAINING	3,500.00	3,500.00	0.00	1,460.00	1,460.00	2,040.00
001-12-51200-5110	OFFICE SUPPLIES	0.00	0.00	0.00	723.97	723.97	-723.97
001-12-51200-5290	OPERATING SUPPLIES	2,500.00	2,500.00	137.49	1,957.82	1,957.82	542.18
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,251.94	1,251.94	248.06
001-12-51200-6411	OFFICE EQUIP/FURNITURE	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
Department: 12 - CITY MANAGER Total:		259,768.00	235,707.00	21,786.13	200,054.64	201,375.40	34,331.60
Activity: 51200 - EXECUTIVE Total:		259,768.00	235,707.00	21,786.13	200,054.64	201,375.40	34,331.60
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	71,500.00	71,500.00	7,267.70	70,968.74	70,968.74	531.26
001-13-51300-2110	SOCIAL SECURITY TAXES	4,433.00	4,433.00	450.06	4,392.77	4,392.77	40.23
001-13-51300-2210	RETIREMENT	10,010.00	10,010.00	436.10	7,746.79	7,746.79	2,263.21
001-13-51300-2310	EMPLOYEE INSURANCE	4,400.00	4,400.00	0.00	4,578.01	4,578.01	-178.01
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	32.96	32.96	37.04
001-13-51300-3000	MEDICARE INSURANCE	1,037.00	1,037.00	105.26	1,027.47	1,027.47	9.53
001-13-51300-3210	ACCOUNTING AND AUDITING	23,230.00	23,230.00	0.00	21,730.00	21,730.00	1,500.00
001-13-51300-4010	TRAVEL & PER DIEM	3,500.00	3,500.00	0.00	1,495.81	1,495.81	2,004.19
001-13-51300-4710	PRINTING & BINDING	1,900.00	1,900.00	0.00	288.23	288.23	1,611.77
001-13-51300-4915	CREDIT CARD FEE EXPENSES	2,000.00	2,000.00	0.00	2,383.45	2,383.45	-383.45
001-13-51300-4920	MISCELLANEOUS CHARGES	0.00	0.00	0.00	13.50	13.50	-13.50
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	75.00	906.13	906.13	93.87
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	1,040.00	1,040.00	1,460.00
001-13-51300-4946	LEGAL & RETAIL ADVERTISEMENTS	0.00	0.00	0.00	0.00	974.20	-974.20
001-13-51300-5290	OPERATING SUPPLIES	2,400.00	2,400.00	0.00	87.99	87.99	2,312.01
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	0.00	320.00	320.00	535.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		128,835.00	128,835.00	8,334.12	117,011.85	117,986.05	10,848.95
Activity: 51300 - FINANCE Total:		128,835.00	128,835.00	8,334.12	117,011.85	117,986.05	10,848.95

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	13,450.00	11,000.00	1,319.95	8,282.17	8,282.17	2,717.83
001-13-51310-2110	SOCIAL SECURITY TAXES	835.00	682.00	81.84	513.49	513.49	168.51
001-13-51310-2210	RETIREMENT	1,883.00	0.00	0.00	200.00	200.00	-200.00
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	900.00	700.00	0.00	602.64	602.64	97.36
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,500.00	4,000.00	0.00	3,314.52	3,314.52	685.48
001-13-51310-2310	EMPLOYEE INSURANCE	5,380.00	4,170.00	0.00	2,360.09	2,360.09	1,809.91
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	0.00	9.40	9.40	10.60
001-13-51310-2510	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	50.00	1,475.00	1,475.00	3,525.00
001-13-51310-3000	MEDICARE INSURANCE	196.00	160.00	19.14	120.05	120.05	39.95
001-13-51310-3100	PROFESSIONAL SERVICES	7,000.00	18,000.00	423.02	16,567.45	16,799.98	1,200.02
001-13-51310-3130	MEDICAL SERVICES	200.00	200.00	0.00	0.00	0.00	200.00
001-13-51310-4010	TRAVEL & PER DIEM	1,500.00	2,500.00	0.00	1,251.69	1,251.69	1,248.31
001-13-51310-4015	RECRUITMENT	0.00	0.00	1,130.98	1,864.98	1,864.98	-1,864.98
001-13-51310-4540	EMPLOYEE APPRECIATION	2,500.00	3,500.00	104.10	2,946.89	2,946.89	553.11
001-13-51310-4710	PRINTING & BINDING	500.00	500.00	0.00	90.70	90.70	409.30
001-13-51310-4930	TRAINING	2,500.00	1,500.00	0.00	300.00	300.00	1,200.00
001-13-51310-4934	TUITION	21,000.00	17,050.00	2,661.75	8,013.38	8,013.38	9,036.62
001-13-51310-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	2,500.00	0.00	1,379.02	1,379.02	1,120.98
001-13-51310-5290	OPERATING SUPPLIES	500.00	1,500.00	74.67	1,192.08	1,192.08	307.92
001-13-51310-5410	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	323.99	323.99	426.01
Department: 13 - ADMINISTRATIVE SERVICES Total:		70,114.00	73,732.00	5,865.45	50,807.54	51,040.07	22,691.93
Activity: 51310 - HUMAN RESOURCES Total:		70,114.00	73,732.00	5,865.45	50,807.54	51,040.07	22,691.93
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	70,000.00	70,000.00	8,933.25	38,518.11	38,518.11	31,481.89
Department: 14 - CITY ATTORNEY Total:		70,000.00	70,000.00	8,933.25	38,518.11	38,518.11	31,481.89
Activity: 51400 - LEGAL Total:		70,000.00	70,000.00	8,933.25	38,518.11	38,518.11	31,481.89
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	92,000.00	69,000.00	9,866.76	64,711.80	64,711.80	4,288.20
001-30-51500-2110	SOCIAL SECURITY TAXES	5,704.00	4,704.00	611.74	4,012.11	4,012.11	691.89
001-30-51500-2210	RETIREMENT	12,880.00	4,824.00	123.22	1,162.96	1,162.96	3,661.04
001-30-51500-2310	EMPLOYEE INSURANCE	29,190.00	15,540.00	0.00	13,585.74	13,585.74	1,954.26
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	0.00	279.15	279.15	40.85
001-30-51500-3000	MEDICARE INSURANCE	1,334.00	1,334.00	143.06	938.50	938.50	395.50
001-30-51500-3100	PROFESSIONAL SERVICES	25,000.00	25,000.00	268.88	13,490.88	13,490.88	11,509.12
001-30-51500-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	266.28	781.28	1,457.28	-207.28
001-30-51500-4930	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	174.14	174.14	825.86
001-30-51500-5110	OFFICE SUPPLIES	250.00	250.00	0.00	235.00	235.00	15.00
001-30-51500-5290	OPERATING SUPPLIES	100.00	100.00	69.16	93.81	93.81	6.19
001-30-51500-5410	BOOKS, PUBS, SUBS & MEMBS	150.00	150.00	0.00	502.00	502.00	-352.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		169,678.00	123,972.00	11,349.10	99,967.37	100,643.37	23,328.63
Activity: 51500 - PLANNING AND ZONING Total:		169,678.00	123,972.00	11,349.10	99,967.37	100,643.37	23,328.63
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	82,500.00	58,500.00	7,667.52	53,902.21	53,902.21	4,597.79
001-16-51600-1310	PART-TIME SALARIES	32,000.00	0.00	0.00	0.00	0.00	0.00
001-16-51600-2110	SOCIAL SECURITY TAXES	7,099.00	3,699.00	475.38	3,332.49	3,332.49	366.51
001-16-51600-2210	RETIREMENT	11,500.00	5,400.00	1,073.46	7,162.98	7,162.98	-1,762.98
001-16-51600-2310	EMPLOYEE INSURANCE	26,900.00	20,850.00	0.00	9,167.62	9,167.62	11,682.38
001-16-51600-2410	WORKER'S COMPENSATION	200.00	200.00	0.00	70.64	70.64	129.36
001-16-51600-3000	MEDICARE INSURANCE	1,661.00	1,000.00	111.19	779.41	779.41	220.59
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	71.41	839.97	1,339.97	1,010.03
001-16-51600-4010	TRAVEL & PER DIEM	2,150.00	2,150.00	0.00	1,513.03	1,513.03	636.97

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-16-51600-4510	NOTARY INSURANCE	150.00	150.00	0.00	0.00	261.59	-111.59
001-16-51600-4676	FURNITURE/EQUIP. UNDER \$1000	0.00	0.00	329.99	329.99	443.49	-443.49
001-16-51600-4930	TRAINING	1,500.00	1,500.00	120.00	1,227.00	1,227.00	273.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	8,700.00	8,700.00	906.80	2,504.46	2,504.46	6,195.54
001-16-51600-5110	OFFICE SUPPLIES	1,605.00	1,605.00	77.50	203.16	203.16	1,401.84
001-16-51600-5290	OPERATING SUPPLIES	600.00	600.00	60.00	157.70	157.70	442.30
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	1,200.00	1,200.00	95.00	391.57	391.57	808.43
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	0.00	700.00	700.00	2,800.00
001-16-51600-6411	OFFICE EQUIP/FURNITURE	1,500.00	1,500.00	0.00	1,902.21	1,902.21	-402.21
Department: 16 - CITY CLERK Total:		185,115.00	112,904.00	10,988.25	84,184.44	85,059.53	27,844.47
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:		185,115.00	112,904.00	10,988.25	84,184.44	85,059.53	27,844.47
Activity: 51610 - INFORMATION TECHNOLOGY							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51610-3100	PROFESSIONAL SERVICES	30,000.00	59,000.00	1,721.47	29,662.02	29,662.02	29,337.98
001-13-51610-4110	TELEPHONE & INTERNET	10,068.00	10,068.00	477.67	10,253.97	10,253.97	-185.97
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	69,526.00	78,726.00	-21,955.01	46,568.21	56,420.90	22,305.10
001-13-51610-4660	COPIER MAINTENANCE	7,500.00	7,500.00	602.06	6,516.80	7,481.86	18.14
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	8,000.00	8,000.00	0.00	5,637.98	5,637.98	2,362.02
Department: 13 - ADMINISTRATIVE SERVICES Total:		125,094.00	163,294.00	-19,153.81	98,638.98	109,456.73	53,837.27
Activity: 51610 - INFORMATION TECHNOLOGY Total:		125,094.00	163,294.00	-19,153.81	98,638.98	109,456.73	53,837.27
Activity: 51900 - GENERAL GOVERNMENT							
Department: 99 - NON DEPARTMENTAL							
001-99-51900-4100	POSTAGE & SHIPPING	4,000.00	4,000.00	0.00	3,154.09	3,154.09	845.91
001-99-51900-4520	LIABILITY INSURANCE	61,332.00	61,332.00	0.00	47,449.00	47,449.00	13,883.00
001-99-51900-4906	OTHER EXPENDITURES	0.00	0.00	0.00	1,306.30	1,306.30	-1,306.30
001-99-51900-5110	OFFICE SUPPLIES	4,500.00	4,500.00	393.72	1,536.76	1,957.76	2,542.24
001-99-51900-5410	BOOKS, PUBS, SUBS & MEMBS	900.00	900.00	0.00	0.00	0.00	900.00
001-99-51900-7301	OTHER DEBT SERVICE	0.00	46,025.00	0.00	46,025.00	46,025.00	0.00
Department: 99 - NON DEPARTMENTAL Total:		70,732.00	116,757.00	393.72	99,471.15	99,892.15	16,864.85
Activity: 51900 - GENERAL GOVERNMENT Total:		70,732.00	116,757.00	393.72	99,471.15	99,892.15	16,864.85
Activity: 51910 - FACILITIES							
Department: 50 - PUBLIC WORKS							
001-50-51910-1210	SALARIES	38,500.00	34,000.00	4,500.03	37,354.34	37,354.34	-3,354.34
001-50-51910-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-2110	SOCIAL SECURITY TAXES	2,418.00	2,108.00	277.81	2,313.27	2,313.27	-205.27
001-50-51910-2210	RETIREMENT	5,460.00	3,979.00	111.98	1,960.53	1,960.53	2,018.47
001-50-51910-2310	EMPLOYEE INSURANCE	13,990.00	10,090.00	0.00	9,827.98	9,827.98	262.02
001-50-51910-2410	WORKER'S COMPENSATION	1,750.00	1,460.00	0.00	1,508.28	1,508.28	-48.28
001-50-51910-3000	MEDICARE INSURANCE	566.00	493.00	64.99	540.92	540.92	-47.92
001-50-51910-3100	PROFESSIONAL SERVICES	16,015.00	16,015.00	1,186.00	10,007.30	10,007.30	6,007.70
001-50-51910-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4310	ELECTRICITY	21,000.00	21,000.00	2,375.19	18,105.67	18,105.67	2,894.33
001-50-51910-4320	WATER	7,900.00	7,900.00	591.42	7,881.08	7,881.08	18.92
001-50-51910-4330	SOLID WASTE	3,760.00	3,760.00	235.01	2,886.47	2,886.47	873.53
001-50-51910-4340	NATURAL GAS	1,100.00	1,100.00	48.93	1,086.91	1,086.91	13.09
001-50-51910-4410	EQUIPMENT RENTAL	2,060.00	2,060.00	0.00	210.10	210.10	1,849.90
001-50-51910-4521	PROPERTY INSURANCE	18,498.00	18,498.00	0.00	16,424.00	16,424.00	2,074.00
001-50-51910-4522	VEHICLE INSURANCE	1,298.00	1,298.00	0.00	859.25	859.25	438.75
001-50-51910-4610	VEHICLE R & M	0.00	0.00	0.00	120.68	120.68	-120.68
001-50-51910-4611	BUILDING R & M	45,000.00	30,000.00	9,120.85	28,135.03	30,682.80	-682.80
001-50-51910-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4615	FENCING AND LANDSCAPING	0.00	1,263.57	0.00	745.87	745.87	517.70
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	279.29	279.29	720.71
001-50-51910-5110	OFFICE SUPPLIES	750.00	750.00	21.60	503.47	503.47	246.53
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	5,000.00	275.58	2,004.70	2,004.70	2,995.30
001-50-51910-5220	UNIFORMS	800.00	800.00	444.44	1,224.17	1,224.17	-424.17
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	159.94	1,396.00	1,396.00	-396.00

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-51910-5230	JANITORIAL SUPPLIES	3,000.00	3,000.00	729.94	2,273.38	2,273.38	726.62
001-50-51910-5231	SEASONAL DECORATIONS	0.00	0.00	0.00	694.71	694.71	-694.71
001-50-51910-5260	TOOLS	1,000.00	1,000.00	0.00	134.89	134.89	865.11
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	2,102.35	2,102.35	-602.35
001-50-51910-5290	OPERATING SUPPLIES	4,000.00	4,000.00	120.41	1,984.68	1,984.68	2,015.32
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	100.00	100.00	0.00
001-50-51910-6100	LAND	0.00	1,096,402.00	0.00	1,096,402.00	1,096,402.00	0.00
001-50-51910-6210	BUILDINGS	300,000.00	2,034,087.71	83,230.54	1,374,539.05	1,448,287.01	585,800.70
001-50-51910-6410	MACHINERY & EQUIPMENT	0.00	0.00	0.00	11,523.12	11,523.12	-11,523.12
Department: 50 - PUBLIC WORKS Total:		498,965.00	3,305,164.28	103,494.66	2,635,129.49	2,711,425.22	593,739.06
Activity: 51910 - FACILITIES Total:		498,965.00	3,305,164.28	103,494.66	2,635,129.49	2,711,425.22	593,739.06
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	285,334.00	285,334.00	22,836.63	274,040.00	274,040.00	11,294.00
Department: 20 - PUBLIC SAFETY Total:		285,334.00	285,334.00	22,836.63	274,040.00	274,040.00	11,294.00
Activity: 52100 - LAW ENFORCEMENT Total:		285,334.00	285,334.00	22,836.63	274,040.00	274,040.00	11,294.00
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Department: 20 - PUBLIC SAFETY Total:		1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52200 - FIRE Total:		1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	54,000.00	54,000.00	5,679.14	49,561.82	49,561.82	4,438.18
001-30-52400-2110	SOCIAL SECURITY TAXES	3,348.00	3,348.00	352.14	3,072.77	3,072.77	275.23
001-30-52400-2210	RETIREMENT	7,560.00	6,293.00	431.27	4,070.42	4,070.42	2,222.58
001-30-52400-2310	EMPLOYEE INSURANCE	13,050.00	13,050.00	0.00	10,277.71	10,277.71	2,772.29
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	0.00	515.40	515.40	194.60
001-30-52400-3000	MEDICARE INSURANCE	783.00	783.00	82.35	718.79	718.79	64.21
001-30-52400-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00
001-30-52400-4110	TELEPHONE & INTERNET	500.00	500.00	69.72	419.22	419.22	80.78
001-30-52400-4522	VEHICLE INSURANCE	1,352.00	1,352.00	0.00	918.00	918.00	434.00
001-30-52400-4610	VEHICLE R & M	500.00	500.00	0.00	229.50	229.50	270.50
001-30-52400-4710	PRINTING & BINDING	400.00	400.00	0.00	0.00	0.00	400.00
001-30-52400-4930	TRAINING	1,000.00	1,000.00	0.00	250.00	250.00	750.00
001-30-52400-5110	OFFICE SUPPLIES	150.00	150.00	0.00	51.09	51.09	98.91
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	800.00	800.00	225.88	1,006.58	1,006.58	-206.58
001-30-52400-5220	UNIFORMS	450.00	450.00	0.00	0.00	0.00	450.00
001-30-52400-5221	PERSONAL PROTECTIVE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52400-5295	OPERATING SUPPLIES/JANITORIAL	150.00	150.00	0.00	75.95	75.95	74.05
001-30-52400-5410	BOOKS, PUBS, SUBS & MEMBS	150.00	150.00	0.00	0.00	0.00	150.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		86,253.00	84,986.00	6,840.50	71,167.25	71,167.25	13,818.75
Activity: 52400 - CODE COMPLIANCE Total:		86,253.00	84,986.00	6,840.50	71,167.25	71,167.25	13,818.75
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	45,000.00	40,000.00	4,743.77	36,570.24	36,570.24	3,429.76
001-30-52410-2110	SOCIAL SECURITY TAXES	2,790.00	2,790.00	294.07	2,267.24	2,267.24	522.76
001-30-52410-2210	RETIREMENT	6,300.00	4,000.00	61.56	581.41	581.41	3,418.59
001-30-52410-2310	EMPLOYEE INSURANCE	14,260.00	10,360.00	0.00	9,327.94	9,327.94	1,032.06
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	64.41	64.41	105.59
001-30-52410-3000	MEDICARE INSURANCE	653.00	653.00	68.78	529.94	529.94	123.06
001-30-52410-3100	PROFESSIONAL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
001-30-52410-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52410-4906	OTHER CHARGES	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52410-4930	TRAINING	250.00	250.00	0.00	0.00	0.00	250.00
001-30-52410-4946	LEGAL & RETAIL ADVERTISEMENTS	300.00	300.00	0.00	47.00	47.00	253.00
001-30-52410-5110	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-30-52410-5290	OPERATING SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52410-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	0.00	0.00	250.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		151,173.00	139,973.00	5,168.18	49,388.18	49,388.18	90,584.82
Activity: 52410 - BUILDING Total:		151,173.00	139,973.00	5,168.18	49,388.18	49,388.18	90,584.82
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	66,500.00	58,000.00	7,444.67	57,565.25	57,565.25	434.75
001-50-53800-1410	OVERTIME	500.00	500.00	0.00	101.21	101.21	398.79
001-50-53800-2110	SOCIAL SECURITY TAXES	4,154.00	3,596.00	458.26	3,573.50	3,573.50	22.50
001-50-53800-2210	RETIREMENT	9,380.00	6,550.00	612.82	4,464.16	4,464.16	2,085.84
001-50-53800-2310	EMPLOYEE INSURANCE	25,290.00	17,490.00	0.00	14,520.66	14,520.66	2,969.34
001-50-53800-2410	WORKER'S COMPENSATION	3,490.00	5,810.00	0.00	3,016.56	3,016.56	2,793.44
001-50-53800-3000	MEDICARE INSURANCE	972.00	841.00	107.23	835.87	835.87	5.13
001-50-53800-3100	Professional Services	12,785.00	12,785.00	0.00	2,922.50	2,922.50	9,862.50
001-50-53800-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	381.24	118.76
001-50-53800-4522	VEHICLE INSURANCE	1,298.00	1,298.00	0.00	859.24	859.24	438.76
001-50-53800-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	0.00	247.15	1,106.93	1,393.07
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	500.00	4,200.00	2,309.86	6,756.85	6,756.85	-2,556.85
001-50-53800-4930	TRAINING	0.00	0.00	0.00	219.00	219.00	-219.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	250.00	6,050.00	71.46	6,743.79	6,743.79	-693.79
001-50-53800-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	600.00	0.00	600.00	600.00	0.00
001-50-53800-6310	INFRASTRUCTURE	1,429,728.00	1,429,728.00	37,172.25	129,211.91	150,490.45	1,279,237.55
Department: 50 - PUBLIC WORKS Total:		1,558,197.00	1,550,698.00	48,176.55	231,637.65	254,157.21	1,296,540.79
Activity: 53800 - STORMWATER Total:		1,558,197.00	1,550,698.00	48,176.55	231,637.65	254,157.21	1,296,540.79
Activity: 54100 - STREETS							
Department: 50 - PUBLIC WORKS							
001-50-54100-1210	SALARIES	66,500.00	57,000.00	7,444.54	57,565.04	57,565.04	-565.04
001-50-54100-1310	PART-TIME SALARIES	0.00	12,000.00	0.00	1,355.21	1,355.21	10,644.79
001-50-54100-1410	OVERTIME	500.00	500.00	0.00	101.21	101.21	398.79
001-50-54100-2110	SOCIAL SECURITY TAXES	4,154.00	4,309.00	458.20	3,644.88	3,644.88	664.12
001-50-54100-2210	RETIREMENT	9,380.00	6,549.00	612.78	4,439.76	4,439.76	2,109.24
001-50-54100-2310	EMPLOYEE INSURANCE	25,290.00	17,490.00	0.00	14,542.91	14,542.91	2,947.09
001-50-54100-2410	WORKER'S COMPENSATION	3,490.00	3,780.00	0.00	3,016.68	3,016.68	763.32
001-50-54100-3000	MEDICARE INSURANCE	972.00	1,008.00	107.15	852.45	852.45	155.55
001-50-54100-3100	PROFESSIONAL SERVICES	0.00	6,170.00	0.00	7,605.00	7,605.00	-1,435.00
001-50-54100-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-54100-4310	ELECTRICITY	56,000.00	56,000.00	4,202.08	48,141.68	48,141.68	7,858.32
001-50-54100-4320	WATER	500.00	500.00	31.77	347.96	347.96	152.04
001-50-54100-4330	Solid Waste	3,500.00	10,000.00	42.56	6,268.32	9,728.65	271.35
001-50-54100-4410	EQUIPMENT RENTAL	2,500.00	2,500.00	0.00	310.07	310.07	2,189.93
001-50-54100-4522	VEHICLE INSURANCE	2,607.00	2,607.00	0.00	859.24	859.24	1,747.76
001-50-54100-4610	VEHICLE R & M	3,500.00	3,500.00	0.00	556.80	556.80	2,943.20
001-50-54100-4615	FENCING AND LANDSCAPING	0.00	5,500.00	32.19	10,240.39	10,240.39	-4,740.39
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	23.31	16,686.44	16,686.44	-1,686.44
001-50-54100-4631	STREET REPAVING	10,000.00	15,000.00	169.65	9,354.76	9,354.76	5,645.24
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	3,000.00	5,000.00	0.00	876.55	876.55	4,123.45
001-50-54100-4930	TRAINING	1,000.00	1,000.00	0.00	600.00	600.00	400.00
001-50-54100-5110	OFFICE SUPPLIES	100.00	100.00	0.00	40.49	40.49	59.51
001-50-54100-5210	FUEL, OIL, & LUBRICANTS	3,700.00	3,700.00	753.16	3,063.53	3,063.53	636.47
001-50-54100-5220	UNIFORMS	250.00	250.00	0.00	355.94	355.94	-105.94
001-50-54100-5221	PERSONAL PROTECTIVE EQUIPMENT	500.00	500.00	117.48	615.01	615.01	-115.01
001-50-54100-5260	TOOLS	1,000.00	1,000.00	0.00	880.78	880.78	119.22
001-50-54100-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	1,510.94	1,510.94	-10.94
001-50-54100-5290	OPERATING SUPPLIES	4,000.00	7,328.71	0.00	2,701.03	2,820.03	4,508.68
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	92.00	92.00	8.00
001-50-54100-6310	INFRASTRUCTURE	4,293,338.00	4,293,338.00	20,950.00	819,282.25	819,282.25	3,474,055.75

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-54100-6410	MACHINERY & EQUIPMENT	50,000.00	119,962.22	0.00	109,092.36	109,092.36	10,869.86
	Department: 50 - PUBLIC WORKS Total:	4,563,381.00	4,654,191.93	34,944.87	1,124,999.68	1,128,579.01	3,525,612.92
	Department: 80 - DEPARTMENT 80						
001-80-54100-4335	TRASH DISPOSAL	0.00	0.00	-55.89	0.00	0.00	0.00
	Department: 80 - DEPARTMENT 80 Total:	0.00	0.00	-55.89	0.00	0.00	0.00
	Activity: 54100 - STREETS Total:	4,563,381.00	4,654,191.93	34,888.98	1,124,999.68	1,128,579.01	3,525,612.92
	Activity: 56200 - ANIMAL CONTROL						
	Department: 30 - COMMUNITY DEVELOPMENT						
001-30-56200-3410	ANIMAL CONTROL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Department: 30 - COMMUNITY DEVELOPMENT Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Activity: 56200 - ANIMAL CONTROL Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Activity: 57100 - LIBRARY						
	Department: 71 - LIBRARY						
001-71-57100-1210	SALARIES	270,000.00	270,000.00	28,121.88	259,910.75	259,910.75	10,089.25
001-71-57100-1310	SALARIES - PART TIME	39,000.00	39,000.00	3,204.55	35,644.04	35,644.04	3,355.96
001-71-57100-2110	SOCIAL SECURITY TAXES	19,158.00	19,158.00	1,931.72	18,180.44	18,180.44	977.56
001-71-57100-2210	RETIREMENT	37,800.00	37,800.00	3,937.06	36,387.47	36,387.47	1,412.53
001-71-57100-2310	EMPLOYEE INSURANCE	56,360.00	56,360.00	33.00	39,052.88	39,052.88	17,307.12
001-71-57100-2410	WORKER'S COMPENSATION	500.00	500.00	0.00	329.56	329.56	170.44
001-71-57100-3000	MEDICARE INSURANCE	4,481.00	4,481.00	451.75	4,251.74	4,251.74	229.26
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	0.00	581.48	581.48	618.52
001-71-57100-4100	POSTAGE & SHIPPING	0.00	1,000.00	0.00	550.65	550.65	449.35
001-71-57100-4110	TELEPHONE & INTERNET	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
001-71-57100-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	172.96	172.96	327.04
001-71-57100-4710	PRINTING & BINDING	600.00	600.00	400.00	495.30	495.30	104.70
001-71-57100-4925	PROGRAM EXPENSES	1,900.00	1,900.00	10.50	1,822.28	1,822.28	77.72
001-71-57100-5110	OFFICE SUPPLIES	2,700.00	2,700.00	429.31	2,142.44	2,667.06	32.94
001-71-57100-5295	OPERATING SUPPLIES/JANITORIAL	0.00	0.00	0.00	87.57	87.57	-87.57
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	12,000.00	17,800.00	951.35	11,544.73	13,444.73	4,355.27
001-71-57100-5415	LIBRARY BOOK LEASES	6,800.00	0.00	0.00	0.00	0.00	0.00
001-71-57100-5417	LIBRARY E-BOOK LEASES	10,000.00	10,000.00	4,464.48	9,706.91	9,706.91	293.09
001-71-57100-5420	MEMBERSHIPS	1,000.00	1,000.00	0.00	1,210.26	1,210.26	-210.26
	Department: 71 - LIBRARY Total:	465,299.00	465,299.00	43,935.60	422,071.46	424,496.08	40,802.92
	Activity: 57100 - LIBRARY Total:	465,299.00	465,299.00	43,935.60	422,071.46	424,496.08	40,802.92
	Activity: 57200 - PARKS						
	Department: 50 - PUBLIC WORKS						
001-50-57200-1210	SALARIES	160,500.00	193,500.00	13,611.78	136,471.15	136,471.15	57,028.85
001-50-57200-1310	PART-TIME SALARIES	0.00	28,000.00	0.00	3,162.14	3,162.14	24,837.86
001-50-57200-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-2110	SOCIAL SECURITY TAXES	9,982.00	13,764.00	837.78	8,641.57	8,641.57	5,122.43
001-50-57200-2210	RETIREMENT	22,540.00	23,517.00	367.33	8,536.45	8,536.45	14,980.55
001-50-57200-2310	EMPLOYEE INSURANCE	61,880.00	69,280.00	34.00	39,565.15	39,565.15	29,714.85
001-50-57200-2410	WORKER'S COMPENSATION	8,720.00	9,300.00	0.00	7,541.40	7,541.40	1,758.60
001-50-57200-3000	MEDICARE INSURANCE	2,335.00	3,219.00	195.92	2,021.06	2,021.06	1,197.94
001-50-57200-3100	PROFESSIONAL SERVICES	0.00	3,478.00	0.00	5,478.00	5,478.00	-2,000.00
001-50-57200-4010	TRAVEL & PER DIEM	500.00	1,470.00	0.00	1,481.87	1,481.87	-11.87
001-50-57200-4310	ELECTRICITY	5,000.00	5,000.00	366.56	4,284.43	4,284.43	715.57
001-50-57200-4320	WATER	3,800.00	3,800.00	249.88	2,687.24	2,687.24	1,112.76
001-50-57200-4330	SOLID WASTE	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-4521	PROPERTY INSURANCE	9,096.00	9,096.00	0.00	7,344.00	7,344.00	1,752.00
001-50-57200-4522	VEHICLE INSURANCE	1,298.00	1,298.00	0.00	859.25	859.25	438.75
001-50-57200-4611	BUILDING R & M	5,000.00	2,000.00	0.00	1,491.81	1,491.81	508.19
001-50-57200-4612	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-4615	FENCING AND LANDSCAPING	6,000.00	105,300.00	530.24	58,893.73	58,893.73	46,406.27
001-50-57200-5110	OFFICE SUPPLIES	100.00	100.00	0.00	358.11	358.11	-258.11
001-50-57200-5210	FUEL, OIL, & LUBRICANTS	3,500.00	3,500.00	944.07	3,901.49	3,901.49	-401.49
001-50-57200-5231	SEASONAL DECORATIONS	2,500.00	14,560.00	0.00	14,556.42	14,556.42	3.58

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-57200-5270	MACHINERY & EQUIPMENT	1,000.00	2,000.00	36.28	4,499.14	5,382.52	-3,382.52
001-50-57200-5290	OPERATING SUPPLIES	0.00	1,000.00	0.00	1,525.08	1,525.08	-525.08
001-50-57200-5295	OPERATING SUPPLIES/JANITORIAL	2,500.00	2,500.00	49.99	3,783.48	3,783.48	-1,283.48
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	360.00	0.00	165.63	205.63	154.37
001-50-57200-5741	COMMUNITY EVENTS	10,000.00	10,780.00	520.14	8,913.12	8,913.12	1,866.88
001-50-57200-6310	INFRASTRUCTURE	1,275,000.00	933,800.00	1,448.68	115,851.44	155,185.44	778,614.56
001-50-57200-6410	MACHINERY & EQUIPMENT	0.00	5,000.00	0.00	9,827.22	9,827.22	-4,827.22
Department: 50 - PUBLIC WORKS Total:		1,593,351.00	1,447,622.00	19,192.65	451,840.38	492,097.76	955,524.24
Activity: 57200 - PARKS Total:		1,593,351.00	1,447,622.00	19,192.65	451,840.38	492,097.76	955,524.24
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
001-99-58100-7120	LOAN DEBT PRINCIPAL	93,834.00	0.00	0.00	0.00	0.00	0.00
001-99-58100-7220	LOAN DEBT INTEREST	86,166.00	0.00	0.00	0.00	0.00	0.00
Department: 99 - NON DEPARTMENTAL Total:		180,000.00	0.00	0.00	0.00	0.00	0.00
Activity: 58100 - INTERFUND TRANSFER Total:		180,000.00	0.00	0.00	0.00	0.00	0.00
Expense Total:		11,653,052.00	14,150,232.21	340,921.97	6,940,630.15	7,100,878.07	7,049,354.14
Fund: 001 - GENERAL FUND Surplus (Deficit):		-2,427,547.00	-2,328,167.62	-79,460.48	2,253,967.68	2,093,719.76	-4,421,887.38

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX							
Revenue							
Department: 00 - UNDESIGNATED							
101-00-312600	DISCRETIONARY SALES SURTAXES	475,000.00	475,000.00	50,391.80	486,601.09	486,601.09	-11,601.09
101-00-361100	INTEREST INCOME	20,000.00	20,000.00	8,565.63	95,481.64	95,481.64	-75,481.64
Department: 00 - UNDESIGNATED Total:		495,000.00	495,000.00	58,957.43	582,082.73	582,082.73	-87,082.73
Revenue Total:		495,000.00	495,000.00	58,957.43	582,082.73	582,082.73	-87,082.73

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
Department: 99 - NON DEPARTMENTAL						
101-99-58100-9001 INTERFUND TRANSFER	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Department: 99 - NON DEPARTMENTAL Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Activity: 58100 - INTERFUND TRANSFER Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Expense Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,916,145.00	-1,916,145.00	58,957.43	582,082.73	582,082.73	-2,498,227.73

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND							
Revenue							
Department: 00 - UNDESIGNATED							
410-00-343310	WATER UTIL REVENUE-OPER INCOME	1,284,234.00	1,284,234.00	110,907.21	1,283,358.64	1,283,358.64	875.36
410-00-343320	WATER UTIL - PENALTIES	15,000.00	15,000.00	2,458.62	31,879.07	31,879.07	-16,879.07
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	6,700.00	6,700.00	200.00	3,200.00	3,200.00	3,500.00
410-00-343351	TURN-ON & CUT-OFF FEES	12,000.00	12,000.00	570.00	5,910.00	5,910.00	6,090.00
410-00-343510	SEWER UTIL REV - OPER INCOME	1,838,163.00	1,838,163.00	159,087.01	1,829,939.51	1,829,939.51	8,223.49
410-00-343520	SEWER UTILITY PENALTIES	15,000.00	15,000.00	1,170.70	16,674.65	16,674.65	-1,674.65
410-00-343611	IMPACT FEES WATER	0.00	0.00	0.00	494.20	494.20	-494.20
410-00-343612	IMPACT FEES SEWER	0.00	0.00	0.00	494.20	494.20	-494.20
410-00-359000	OTHER REVENUE & RETURN CHECKS	200.00	200.00	-89.40	734.04	734.04	-534.04
410-00-361000	INTEREST AND OTHER EARNINGS	10,000.00	10,000.00	17,316.44	218,512.90	218,512.90	-208,512.90
410-00-361100	INTEREST - LEASES	0.00	0.00	0.00	-5,204.79	-5,204.79	5,204.79
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	190,160.00	190,160.00	9,679.86	193,353.90	193,353.90	-3,193.90
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	-6,880.00	67,320.45	67,320.45	-67,320.45
410-00-384000	REVENUE FROM OTHER SOURCES	3,664,305.00	3,664,305.00	0.00	0.00	0.00	3,664,305.00
410-00-389300	GRANTS AND DONATIONS - STATE	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Department: 00 - UNDESIGNATED Total:		8,035,762.00	8,035,762.00	294,420.44	3,646,666.77	3,646,666.77	4,389,095.23
Revenue Total:		8,035,762.00	8,035,762.00	294,420.44	3,646,666.77	3,646,666.77	4,389,095.23

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51700 - DEBT SERVICE PAYMENT							
Department: 99 - NON DEPARTMENTAL							
410-99-51700-7220	SRF LOAN INTEREST	0.00	0.00	1,529.32	3,127.02	3,127.02	-3,127.02
Department: 99 - NON DEPARTMENTAL Total:		0.00	0.00	1,529.32	3,127.02	3,127.02	-3,127.02
Activity: 51700 - DEBT SERVICE PAYMENT Total:		0.00	0.00	1,529.32	3,127.02	3,127.02	-3,127.02
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	106,000.00	106,000.00	11,118.56	106,294.62	106,294.62	-294.62
410-50-53300-2110	SOCIAL SECURITY TAXES	6,572.00	6,572.00	636.65	5,954.89	5,954.89	617.11
410-50-53300-2210	RETIREMENT	14,840.00	14,840.00	842.93	9,594.88	9,594.88	5,245.12
410-50-53300-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	0.00	21,321.88	21,321.88	6,233.12
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	56.52	56.52	88.48
410-50-53300-3000	MEDICARE INSURANCE	1,537.00	1,537.00	148.91	1,525.38	1,525.38	11.62
410-50-53300-3100	PROFESSIONAL SERVICES	112,785.00	112,785.00	13,428.75	53,575.15	290,714.60	-177,929.60
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	917.50	3,883.13	8,430.00	6,570.00
410-50-53300-3210	ACCOUNTING AND AUDITING	14,000.00	14,000.00	0.00	10,865.00	10,865.00	3,135.00
410-50-53300-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	70,348.48	847,696.12	847,696.12	2,303.88
410-50-53300-4010	TRAVEL & PER DIEM	0.00	0.00	16.00	16.00	16.00	-16.00
410-50-53300-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	0.00	3,817.77	3,817.77	1,682.23
410-50-53300-4110	TELEPHONE & INTERNET	1,000.00	1,000.00	503.43	3,746.06	3,746.06	-2,746.06
410-50-53300-4310	ELECTRICITY	0.00	0.00	-1.00	-1.00	-1.00	1.00
410-50-53300-4320	Water	120,000.00	120,000.00	0.00	21,215.15	21,215.15	98,784.85
410-50-53300-4521	PROPERTY INSURANCE	34,847.00	34,847.00	0.00	30,641.51	30,641.51	4,205.49
410-50-53300-4613	GROUNDS MAINTENANCE	0.00	0.00	0.00	10,313.00	10,313.00	-10,313.00
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	50,000.00	50,000.00	44,561.04	105,183.79	105,183.79	-55,183.79
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	65,000.00	65,000.00	0.00	30,978.28	30,978.28	34,021.72
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	25,000.00	25,000.00	-5,458.12	9,093.05	9,093.05	15,906.95
410-50-53300-4710	PRINTING & BINDING	2,500.00	2,500.00	0.00	2,201.22	2,201.22	298.78
410-50-53300-4905	OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53300-4906	OTHER CHARGES	1,500.00	1,500.00	70.56	930.38	1,180.38	319.62
410-50-53300-4915	CREDIT CARD PROCESSING FEES	15,000.00	15,000.00	1,280.64	16,842.60	16,842.60	-1,842.60
410-50-53300-4990	BAD DEBT EXPENSE	0.00	0.00	0.00	11.34	11.34	-11.34
410-50-53300-5270	MACHINERY & EQUIPMENT	65,000.00	65,000.00	16,539.82	22,847.58	25,272.58	39,727.42
410-50-53300-5290	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
410-50-53300-5410	BOOKS, PUBS, SUBS & MEMBS	1,000.00	1,000.00	0.00	1,263.14	1,263.14	-263.14
410-50-53300-6310	INFRASTRUCTURE	2,609,405.00	2,609,405.00	14,529.20	1,121,896.05	1,258,477.63	1,350,927.37
410-50-53300-6410	MACHINERY & EQUIPMENT	79,000.00	79,000.00	0.00	41,140.20	41,140.20	37,859.80
Department: 50 - PUBLIC WORKS Total:		4,224,686.00	4,224,686.00	169,483.35	2,482,903.69	2,863,846.59	1,360,839.41
Activity: 53300 - WATER Total:		4,224,686.00	4,224,686.00	169,483.35	2,482,903.69	2,863,846.59	1,360,839.41
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	106,000.00	106,000.00	11,118.49	106,293.82	106,293.82	-293.82
410-50-53500-2110	SOCIAL SECURITY TAXES	6,572.00	6,572.00	636.60	5,953.87	5,953.87	618.13
410-50-53500-2210	RETIREMENT	14,840.00	14,840.00	842.72	9,593.04	9,593.04	5,246.96
410-50-53500-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	0.00	21,329.27	21,329.27	6,225.73
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	56.52	56.52	88.48
410-50-53500-3000	MEDICARE INSURANCE	1,537.00	1,537.00	148.84	1,524.32	1,524.32	12.68
410-50-53500-3100	PROFESSIONAL SERVICES	12,785.00	12,785.00	0.00	22,435.00	22,435.00	-9,650.00
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	917.50	3,883.12	22,980.00	-7,980.00
410-50-53500-3210	ACCOUNTING AND AUDITING	14,000.00	14,000.00	0.00	10,865.00	10,865.00	3,135.00
410-50-53500-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	70,348.49	847,696.25	847,696.25	2,303.75
410-50-53500-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	0.00	3,717.31	3,717.31	1,782.69
410-50-53500-4110	TELEPHONE & INTERNET	1,000.00	1,000.00	201.03	3,392.97	3,392.97	-2,392.97
410-50-53500-4320	WATER	38,000.00	38,000.00	2,176.93	24,258.16	24,258.16	13,741.84
410-50-53500-4400	SPRAYFIELD RENTAL	13,800.00	13,800.00	0.00	13,791.70	13,791.70	8.30
410-50-53500-4521	PROPERTY INSURANCE	39,212.00	39,212.00	0.00	34,094.51	34,094.51	5,117.49
410-50-53500-4611	BUILDING R & M	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
410-50-53500-4613	GROUNDS MAINTENANCE	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00
410-50-53500-4618	SEWER SYSTEMS MAINTENANCE	50,000.00	50,000.00	6,500.00	31,021.44	31,021.44	18,978.56
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	25,000.00	25,000.00	-5,458.12	9,093.05	9,093.05	15,906.95
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	0.00	1,285.80	1,285.80	1,214.20
410-50-53500-4905	WTP/STP OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53500-4906	OTHER CHARGES	2,000.00	2,000.00	70.56	1,393.90	1,643.90	356.10
410-50-53500-4915	CREDIT CARD PROCESSING FEES	15,000.00	15,000.00	1,280.66	16,843.00	16,843.00	-1,843.00
410-50-53500-4990	Bad Debt Expense Sewer	0.00	0.00	0.00	11.35	11.35	-11.35
410-50-53500-5270	MACHINERY & EQUIPMENT	0.00	0.00	9,402.17	10,189.41	17,272.41	-17,272.41
410-50-53500-5290	OPERATING SUPPLIES	500.00	500.00	0.00	36.99	36.99	463.01
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	1,000.00	1,000.00	0.00	1,263.14	1,263.14	-263.14
410-50-53500-6310	INFRASTRUCTURE	2,146,650.00	2,146,650.00	0.00	144,755.50	144,755.50	2,001,894.50
410-50-53500-6410	MACHINERY & EQUIPMENT	224,500.00	224,500.00	66,598.45	163,129.17	165,610.39	58,889.61
Department: 50 - PUBLIC WORKS Total:		3,652,596.00	3,652,596.00	164,784.32	1,487,907.61	1,516,818.71	2,135,777.29
Activity: 53500 - SEWER Total:		3,652,596.00	3,652,596.00	164,784.32	1,487,907.61	1,516,818.71	2,135,777.29
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
410-99-58100-7120	SRF - LOAN PRINCIPAL	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00
410-99-58100-7220	SRF LOAN INTEREST	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00
Department: 99 - NON DEPARTMENTAL Total:		19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Activity: 58100 - INTERFUND TRANSFER Total:		19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Expense Total:		7,897,082.00	7,897,082.00	335,796.99	3,973,938.32	4,383,792.32	3,513,289.68
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):		138,680.00	138,680.00	-41,376.55	-327,271.55	-737,125.55	875,805.55
Report Surplus (Deficit):		-4,205,012.00	-4,105,632.62	-61,879.60	2,508,778.86	1,938,676.94	

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
Revenue						
00 - UNDESIGNATED	9,225,505.00	11,822,064.59	261,461.49	9,194,597.83	9,194,597.83	2,627,466.76
Revenue Total:	9,225,505.00	11,822,064.59	261,461.49	9,194,597.83	9,194,597.83	2,627,466.76

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51100 - LEGISLATIVE						
11 - MAYOR AND CITY COUNCIL	73,675.00	73,675.00	7,892.01	56,885.17	56,739.14	16,935.86
Activity: 51100 - LEGISLATIVE Total:	73,675.00	73,675.00	7,892.01	56,885.17	56,739.14	16,935.86
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	259,768.00	235,707.00	21,786.13	200,054.64	201,375.40	34,331.60
Activity: 51200 - EXECUTIVE Total:	259,768.00	235,707.00	21,786.13	200,054.64	201,375.40	34,331.60
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	128,835.00	128,835.00	8,334.12	117,011.85	117,986.05	10,848.95
Activity: 51300 - FINANCE Total:	128,835.00	128,835.00	8,334.12	117,011.85	117,986.05	10,848.95
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	70,114.00	73,732.00	5,865.45	50,807.54	51,040.07	22,691.93
Activity: 51310 - HUMAN RESOURCES Total:	70,114.00	73,732.00	5,865.45	50,807.54	51,040.07	22,691.93
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	70,000.00	70,000.00	8,933.25	38,518.11	38,518.11	31,481.89
Activity: 51400 - LEGAL Total:	70,000.00	70,000.00	8,933.25	38,518.11	38,518.11	31,481.89
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	169,678.00	123,972.00	11,349.10	99,967.37	100,643.37	23,328.63
Activity: 51500 - PLANNING AND ZONING Total:	169,678.00	123,972.00	11,349.10	99,967.37	100,643.37	23,328.63
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	185,115.00	112,904.00	10,988.25	84,184.44	85,059.53	27,844.47
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	185,115.00	112,904.00	10,988.25	84,184.44	85,059.53	27,844.47
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	125,094.00	163,294.00	-19,153.81	98,638.98	109,456.73	53,837.27
Activity: 51610 - INFORMATION TECHNOLOGY Total:	125,094.00	163,294.00	-19,153.81	98,638.98	109,456.73	53,837.27
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	70,732.00	116,757.00	393.72	99,471.15	99,892.15	16,864.85
Activity: 51900 - GENERAL GOVERNMENT Total:	70,732.00	116,757.00	393.72	99,471.15	99,892.15	16,864.85
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	498,965.00	3,305,164.28	103,494.66	2,635,129.49	2,711,425.22	593,739.06
Activity: 51910 - FACILITIES Total:	498,965.00	3,305,164.28	103,494.66	2,635,129.49	2,711,425.22	593,739.06
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	285,334.00	285,334.00	22,836.63	274,040.00	274,040.00	11,294.00
Activity: 52100 - LAW ENFORCEMENT Total:	285,334.00	285,334.00	22,836.63	274,040.00	274,040.00	11,294.00
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52200 - FIRE Total:	1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	86,253.00	84,986.00	6,840.50	71,167.25	71,167.25	13,818.75
Activity: 52400 - CODE COMPLIANCE Total:	86,253.00	84,986.00	6,840.50	71,167.25	71,167.25	13,818.75
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	151,173.00	139,973.00	5,168.18	49,388.18	49,388.18	90,584.82
Activity: 52410 - BUILDING Total:	151,173.00	139,973.00	5,168.18	49,388.18	49,388.18	90,584.82
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	1,558,197.00	1,550,698.00	48,176.55	231,637.65	254,157.21	1,296,540.79
Activity: 53800 - STORMWATER Total:	1,558,197.00	1,550,698.00	48,176.55	231,637.65	254,157.21	1,296,540.79
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	4,563,381.00	4,654,191.93	34,944.87	1,124,999.68	1,128,579.01	3,525,612.92
80 - DEPARTMENT 80	0.00	0.00	-55.89	0.00	0.00	0.00
Activity: 54100 - STREETS Total:	4,563,381.00	4,654,191.93	34,888.98	1,124,999.68	1,128,579.01	3,525,612.92
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Activity: 56200 - ANIMAL CONTROL Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY						
71 - LIBRARY	465,299.00	465,299.00	43,935.60	422,071.46	424,496.08	40,802.92
Activity: 57100 - LIBRARY Total:	465,299.00	465,299.00	43,935.60	422,071.46	424,496.08	40,802.92
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,593,351.00	1,447,622.00	19,192.65	451,840.38	492,097.76	955,524.24
Activity: 57200 - PARKS Total:	1,593,351.00	1,447,622.00	19,192.65	451,840.38	492,097.76	955,524.24
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	180,000.00	0.00	0.00	0.00	0.00	0.00
Activity: 58100 - INTERFUND TRANSFER Total:	180,000.00	0.00	0.00	0.00	0.00	0.00
Expense Total:	11,653,052.00	14,150,232.21	340,921.97	6,940,630.15	7,100,878.07	7,049,354.14
Fund: 001 - GENERAL FUND Surplus (Deficit):	-2,427,547.00	-2,328,167.62	-79,460.48	2,253,967.68	2,093,719.76	-4,421,887.38

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX						
Revenue						
00 - UNDESIGNATED	495,000.00	495,000.00	58,957.43	582,082.73	582,082.73	-87,082.73
Revenue Total:	495,000.00	495,000.00	58,957.43	582,082.73	582,082.73	-87,082.73

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Activity: 58100 - INTERFUND TRANSFER Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Expense Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,916,145.00	-1,916,145.00	58,957.43	582,082.73	582,082.73	-2,498,227.73

Budget vs Actuals**For Fiscal: 2023-2024 Period Ending: 09/30/2024**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND						
Revenue						
00 - UNDESIGNATED	8,035,762.00	8,035,762.00	294,420.44	3,646,666.77	3,646,666.77	4,389,095.23
Revenue Total:	8,035,762.00	8,035,762.00	294,420.44	3,646,666.77	3,646,666.77	4,389,095.23

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 09/30/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51700 - DEBT SERVICE PAYMENT						
99 - NON DEPARTMENTAL	0.00	0.00	1,529.32	3,127.02	3,127.02	-3,127.02
Activity: 51700 - DEBT SERVICE PAYMENT Total:	0.00	0.00	1,529.32	3,127.02	3,127.02	-3,127.02
Activity: 53300 - WATER						
50 - PUBLIC WORKS	4,224,686.00	4,224,686.00	169,483.35	2,482,903.69	2,863,846.59	1,360,839.41
Activity: 53300 - WATER Total:	4,224,686.00	4,224,686.00	169,483.35	2,482,903.69	2,863,846.59	1,360,839.41
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	3,652,596.00	3,652,596.00	164,784.32	1,487,907.61	1,516,818.71	2,135,777.29
Activity: 53500 - SEWER Total:	3,652,596.00	3,652,596.00	164,784.32	1,487,907.61	1,516,818.71	2,135,777.29
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Activity: 58100 - INTERFUND TRANSFER Total:	19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Expense Total:	7,897,082.00	7,897,082.00	335,796.99	3,973,938.32	4,383,792.32	3,513,289.68
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	138,680.00	138,680.00	-41,376.55	-327,271.55	-737,125.55	875,805.55
Total Surplus (Deficit):	-4,205,012.00	-4,105,632.62	-61,879.60	2,508,778.86	1,938,676.94	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-2,427,547.00	-2,328,167.62	-79,460.48	2,253,967.68	2,093,719.76	-4,421,887.38
101 - DISCRETIONARY SALES ...	-1,916,145.00	-1,916,145.00	58,957.43	582,082.73	582,082.73	-2,498,227.73
410 - WATER/SEWER FUND	138,680.00	138,680.00	-41,376.55	-327,271.55	-737,125.55	875,805.55
Total Surplus (Deficit):	-4,205,012.00	-4,105,632.62	-61,879.60	2,508,778.86	1,938,676.94	

Mary Esther Public Works Report September 2024

Current and Completed Projects:

1. Worked Area Parks
2. Cleaned up Mary Esther Blvd Grounds and Towers
3. Repaired Sleep Hollow Concrete Patch
4. Poured 100 ft Sidewalk at Brian Lake
5. Work Azalea Park Land development and Structure Removal. About 70 percent complete with roughing in trail.
5. Work Hampton Ct. Storm Basin Clearing and storm damage clean up.
6. Scott Fredricksen Complete 2-day sweeper academy and started Sweeping Subdivisions
7. Prepped Stonehenge Dr Utility Cut for Asphalt
8. Removed gate at Elliot Park Tennis Courts
9. Brush work on Springdale Park
10. Conducted patching/paving in Brian Circle and Palmetto with contractor on Fiber Optic breaks.
11. The new restroom at Fire Hall was completed and the remodel of the second restroom is about 50% complete.
12. Ground Storage Tank at Well 3 rehab is almost complete
13. Began pumping Well 2 again and Well 1 is substantially completed and waiting on final clearance of FDEP to begin use.
14. Developed Organization Training Material for Public Works Department
15. Completed the first round of interviews for the Parks Superintendent.
16. Completed departmental employee evaluations and goals for 2025.
17. Completed mapping Oak Tree Nature Park Trail and began sidewalk mapping.
18. Worked on evaluating proposals for the Parks Master Plan
19. Worked on Evaluating proposals for the Ground and Elevated Storage Tank Bids.
20. Worked with Jacobs to complete Lead Line Inventory and Lead Service Line Replacement Plan and turned into FDEP by deadline.
21. Completed developing bid for Spray/Squeegee Machine
22. Received new 435 Tymco Street Sweeper
23. Worked on paving bids and found piggyback option on Fort Walton
24. Worked on Organizing November 2 Day of Service for Azalea.

Upcoming Project

1. Completion of crack sealing in Jo Anna LN/ Ruby Circle.
2. Finish roughing in Trail at Azalea and begin installing fabric and rock.
3. Continued patching with infrared asphalt heater which will remove joints around patches.
4. Finish new sidewalk on Brian Circle
5. Complete equipment removal at Azalea
6. Plant 1,000 bushes, trees, and flowers at Azalea

Mary Esther Public Library

Report for Council

November 4, 2024

Circulation

	Circulation	Digital Circulation	Library Visits	Registered Users	Internet Use	Wireless Access
Sep-22	3915	887	2565	2288	244	91
Dec-22	3283	747	2280	2350	226	70
Jan-23	4218	852	2444	2300	256	101
Mar-23	3923	860	2723	2331	304	87
Apr-23	3483	866	2615	2366	270	56
May-23	3469	844	2663	2364	287	74
Jun-23	3925	895	2973	2379	241	81
Jul-23	4162	930	3236	2358	280	86
Aug-23	4133	998	2754	2377	282	72
Sep-23	3779	1023	2831	2393	277	62
Oct-23	3389	1315	3212	2404	103	103
Nov-23	3367	1249	2804		200	63
Dec-23	2404	1308	1795	2388	266	49
Jan-24	3920	1340	2215	2440	229	94
Feb-24	3368	1084	2559	2462	240	77
Mar-24	3697	1185	2772	2528	233	51
Apr-24	3231	973	2427	2568	222	48
May-24	3750	1060	2510	2607	242	60
Jun-24	3960	1138	2785	2644	285	94
Jul-24	3936	1145	2649	2681	300	117
Aug-24	4003	1058	2434	2683	238	138
Sep-24	3320	1037	2156	2655	306	117

Library Programs and Classes

The library is facilitating a **new evening program** the second Monday of each month at 5:30 p.m. **‘Climate Connections’** is a discussion group to explore topics of environmental concern and look at small but impactful ways to make a difference.

Youth Services facilitates the **‘Mommy and Me Book Club’** on the third Monday of the month at 10:30. Parents and caregivers have an opportunity to discuss books and share, in an environment where the babies and toddlers can play and be safe.

The library hosts the neighborhood **Bunco Group** on the third Friday afternoon of the month at 1:00.

The library hosts a monthly **Puzzle Exchange and Social Hour** for those who want to share puzzles, helpful hints, or pictures of their creations. This group meets the second Tuesday at 2:00.

‘LoveCraft?’ adult crafting class is held the third Wednesday at 4:00. **‘All We Need is Hue’** adult coloring class is the second Monday at 10:30. **‘All About Books’** book discussion group meets the third Wednesday at 10:30. **‘It’s a Mystery’** book club meets the first Monday at 10:30.

Baby Lapsit Storytime for ages 0-2 takes place three Wednesday mornings per month. **Pre-K Storytime** for ages 3-6 is on Thursday mornings.

The **‘Lego Club’** meets the third Saturday morning of each month.

Saturday Monthly Movie Matinees are one Saturday afternoon per month, TBA.

Monthly **STEAM** classes for ages 9-14 are the first Saturday of the month.

‘Roll With It’ D & D group for teens and young adults meets the second Saturday of the month.

OCPLC Governing Board

The last Governing Board meeting of the year was October 23. Meetings will resume in January 2025. Cmbr. Bernie Oder is Mary Esther’s Governing Board Representative. Cmbr. Richard Lawson is the alternate.

Special Library Events

The season’s biggest event, **Trunk-or-Treat**, was Saturday, October 19. Library staff and volunteers make this annual event fun and exciting for our community. The Friends of the Library paid for the candy, craft supplies and entertainment.

Library staff and the 'All About Books' group celebrated the 90th birthday on October 16 of Mary Esther resident and frequent library user, Mrs. Nina Zylak. Congratulations!



The City is now the proud recipient of one of just eleven 2024 Emerald Coast Herons, which will be placed in front of the Library. Our most sincere appreciation goes out to the **Okaloosa Public Arts** organization for this generous and beautiful work of art!

Staff had great fun hosting the second ***Murder Mystery Party, "Bullets and Brie"*** on October 15. Similar events will be scheduled regularly as part of our adult programming.

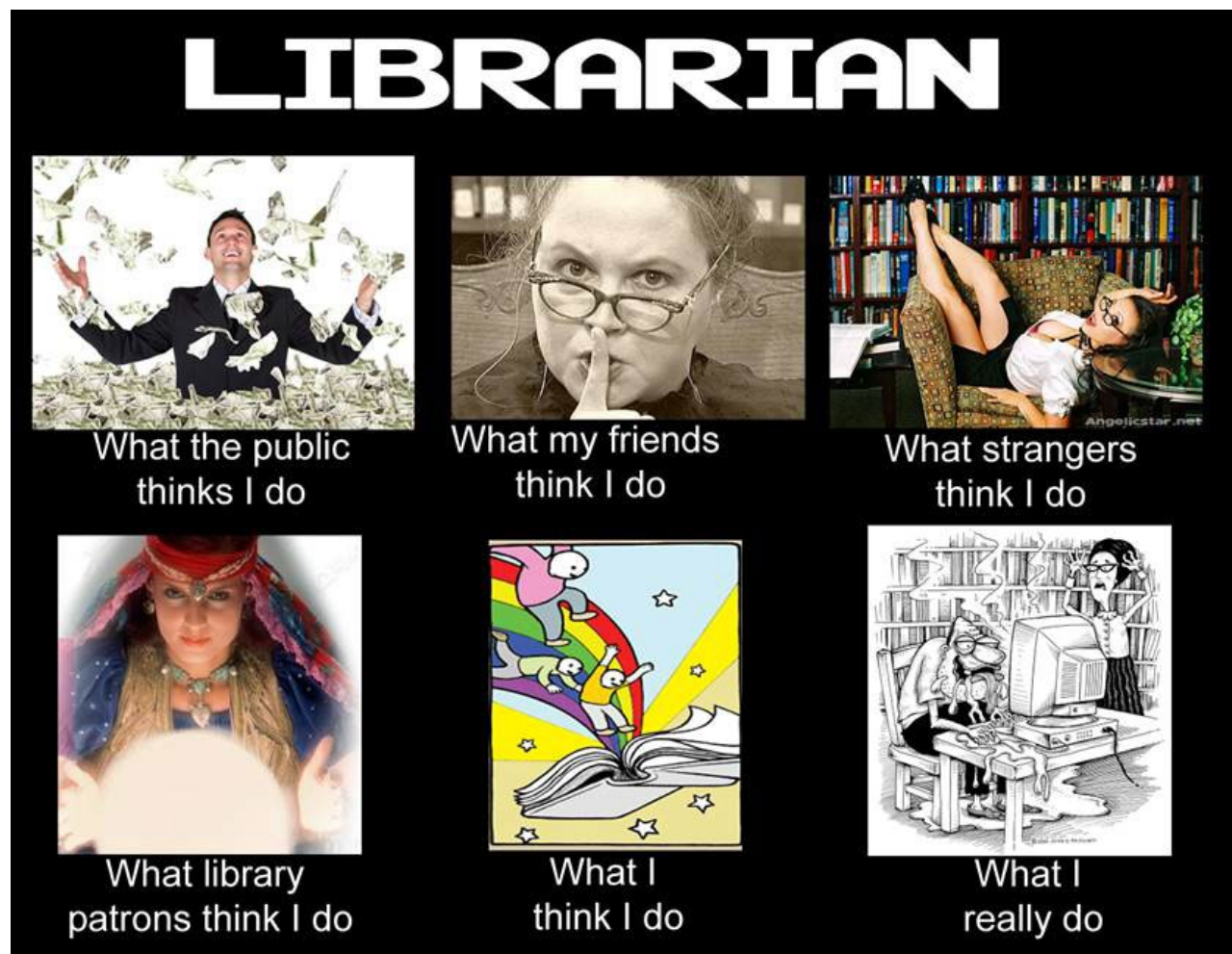


Sheila is looking forward to retirement and is excited to pass the torch to the new Library Director, Hunter Murphy. Hunter comes with wide and varied experience and will be a great addition to the Mary Esther family.

With sincere appreciation

On a personal note, I'd like to say how proud I am that you have entrusted me with the management and direction of your library for the last 24 years. Mary Esther is a special community and has given me the opportunity to network with wonderful colleagues and make the very best of friends. I believe the Mary Esther City Council is one of vision and good judgement, and one that will always put the citizens first. Please continue to support the library as the core of an educated, engaged and involved community. The library staff is to be commended for their compassion, creativity, and their sincere dedication to the City Council, administration, coworkers, and most of all, the people of Mary Esther.

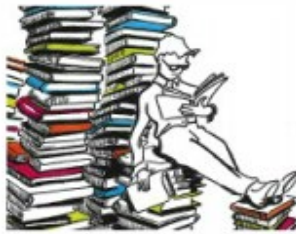
In closing and with acknowledgment to Vicky, I will clear up some long-held misconceptions about library employees...



Public library worker



What teens think I do



What patrons think I do



What my mom knows I do



What my boss thinks I do

I am the
librarian.
I speak for
the books.

What I think I do



What I really do

Librarians



What my friends think I do.



What my parents think I do



What society thinks I do



What my boss thinks I do



What I think I do



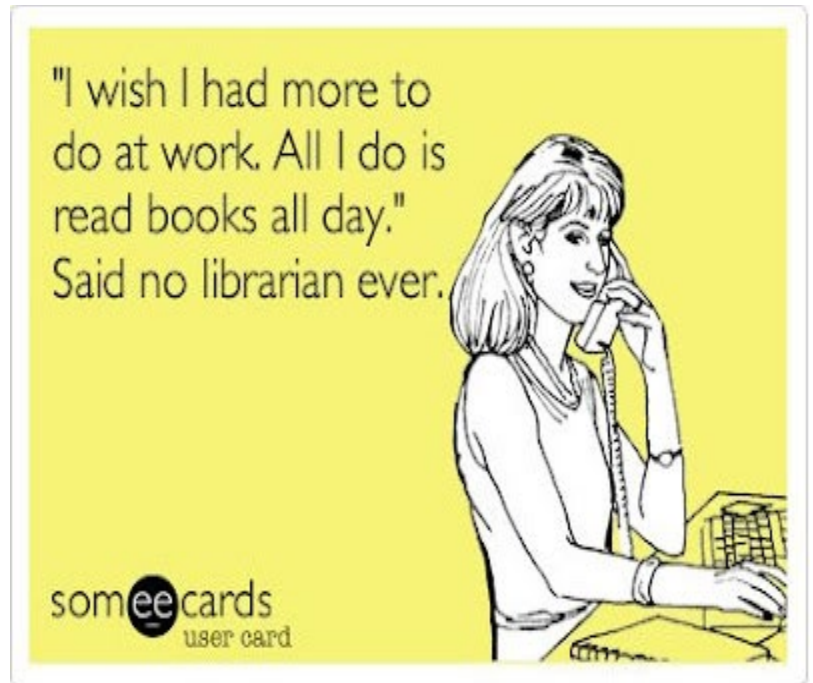
What I actually do

Shout-out to those who answer all the questions!



Shout out to those who don't always experience the best of human nature!







Ocean City-Wright Fire Control District

October 18, 2024

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, September 20th, 2024 – October 18th, 2024

Mayor and Council Members,

I cannot over-emphasize how much I appreciate the support of the Council and City staff. As the September meeting closed, several council members asked if I was deploying for Hurricane Debby, which I was, and offered well wishes as I went. Three hurricanes later, I want to ensure you know how much that support means to me and our agency. We remain grateful for our partnership with the City of Mary Esther.

We've had a lot of activity around the department in the last few months. Construction has begun on our remodel of Station 3. It has been a long process, but we are excited to see movement toward completion. It is a unique challenge for our personnel and the contractors to complete a remodel project while maintaining a functional fire station, but it seems like we've got a path laid out to get us there. We've also placed an order for a new ladder truck. Since COVID fire apparatus manufacturers have had a very long build time, so we likely will not see it until 2026 or 2027.

As mentioned, we've supported the fire and USAR responses to Hurricanes Debby, Helene, and Milton. I have served as a member of the Florida Division of State Fire Marshal's Incident Management team for each, and our Mutual Aid Radio Cache (MARC) unit has also deployed on each storm. These storms overwhelm the local responders in the impacted areas, and it is always encouraging to see how fire service professionals from around the state come together to support them.

The new bathroom in the City's fire station is AMAZING! I know this project took much more time and effort than expected, and I am grateful to the City's Staff for all the work they did to make it happen. The contractors have worked well with our personnel, and the project seems to have moved along with no issues since it began. Thanks again to the council and staff for your efforts.

Finally, as you likely know, the first week of October is Fire Prevention Week. This year's theme is "Smoke Detectors: Make them work for you." Our prevention division and operations personnel have been visiting schools and daycares all month long to spread the word about fire safety and show off our cool tools because we don't miss an opportunity to do that. We have

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(850)862-1185 (850)862-6224 FAX

done educational demonstrations at Mary Esther Elementary, Little Angels Preschool, and Our Little School House in the City of Mary Esther.

Since last report our Prevention Division has conducted 13 annual inspections, one preopening/new business inspection for a comic book store in the mall, 12 re-inspections, and one food truck inspection. Engine 11 has responded to 64 calls for service.

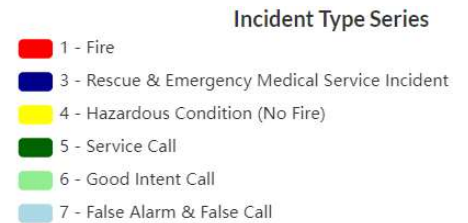
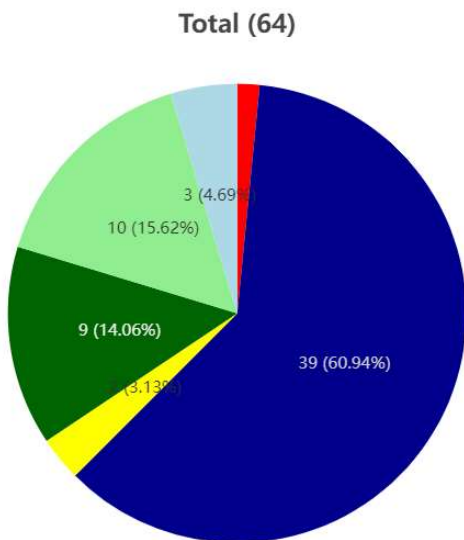
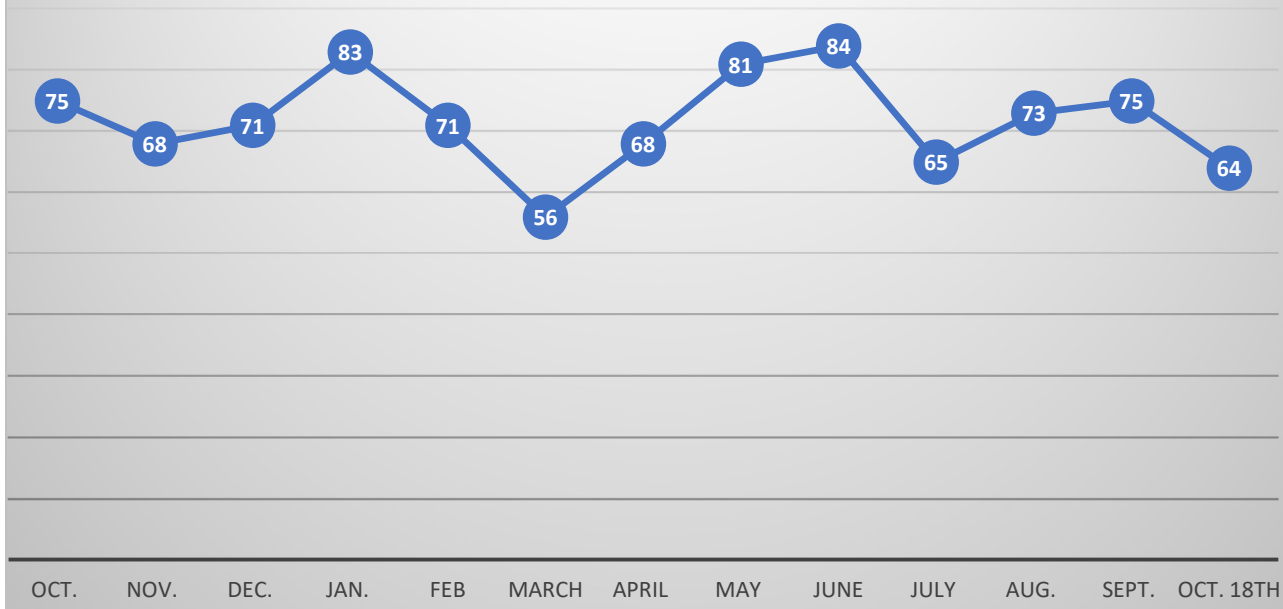
As always please contact me if you have any questions or concerns about the fire department.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Wagner", with a stylized, flowing script.

Jeff Wagner, Fire Chief

Station 11 Call Volume - Monthly from October 2023 - October 18th 2024



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COMMUNITY DEVELOPMENT DEPARTMENT
Monthly Activity Report

Reporting Period
September 25, 2024 – October 15, 2024

Code Enforcement

Activities			
Opened Cases	7	Inspection	20
Agency Assist	0	Consultations	7
Verbal Warning	2	Advisements On Codes to Citizens	4
Notice of violations	3	Courtesy Notice	4
Magistrate Orders	3	Closed Cases	8

Permitting

Permit Type	
Fence	1
Driveway	1
Swimming Pool	1
Accessory Structure	2
Tree Removal	1
Special Event Permit	2
Deck	1
Inspections	2

- Code compliance held 3 Special Magistrate Hearings on the 10th of October 2024. All 3 properties were found to be in violation, with one property coming into compliance prior to the hearing.
- Staff is continuing to work with the applicants for Emmy's Rustic Run to take place on the 26th of October 2024
- Special event permit was issued to the Greek Church for their annual Greek Festival which is taking place October 18th – 20th 2024
- The Veterans Day Parade Approved DOT permit has been obtained and issued to the City a month in advance to the parade.

Development Review

Application Type	
Pre-Application	1
Rezone/FLUM	0
Variance	1
Subdivision	0
Site Plan	1
Conditional Use	0
Lot Split/Combination	0

- In conjunction with ECRC, staff sat for interviews with Council for the Comprehensive Plan re-write. Department heads, and other Stakeholder will be interviewed in the coming weeks.
- Staff received an arbor permit for 191 Miricle Strip in anticipation for the redevelopment of the site.
- Staff has completed the Rezone/FLU amendment report for 191 Miricle Strip, planning to for the Dec. LPA/CC.
- Staff have completed proposed regulations for Accessory Dwelling Units, and they are being reviewed internally.
- Staff have completed the Code Compliance Handbook, which is being reviewed internally.

City of Mary Esther
September 2024 Monthly
Report



Prepared by:

Jacobs

October 18, 2024



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1. Executive Summary

1.1 Mary Esther O&M Team

We are fully staffed consisting of 9 full-time operations and maintenance technicians. The staff maintains the Florida Department of Environmental Protection operator certification requirements for Water, Wastewater, Distribution, and Backflow Tester.

Table 1.0 Personal and Certification

O&M Team		
Name	Job Title	Certification
Randall Killian	Project Manager	Class C Wastewater License
Joshua Robinson	Operations Supervisor	Class C Wastewater License, Class C Drinking Water, and Backflow Prevention Tester Certified
Paul Price	Lead Wastewater Operator	Class C Wastewater
Michael Bennett	Lead Water Operator	Class C Wastewater, Class C Drinking Water License, and backflow Prevention Tester Certified
Matthew Moreau	Water Operator	Class C Drinking Water License
Michael Gaines	Water and Wastewater Operator	Class C Wastewater License and Class C Drinking Water License
Jeremy Bankston	Water Operator	Class C Drinking Water License and Backflow Prevention Tester Certified
Maxwell Boone	Distribution Systems Operator	Class 3 Distribution Systems Operator and Backflow Prevention Tester Certified

1.2 Special Projects

1.2.1 Well 1 Rehabilitation

The project began on May 1, 2023. Water Environmental was awarded the project and staff provided site orientation on May 6. The well was removed from service on May 15.

1.3 Safety

The team conducts weekly site-specific safety inspections and conducts weekly safety meetings. This month's safety topics included: PPE Types Evaluation, Hardhat Safety, and SDS review. The team is participating in the annual online confined space entry training. This month marks our new safety record **1,196 accident-free days**.

2. Operations

2.1 Water Production & Distribution

The system produced 12,732,000 million gallons (MG) of water this month with an average daily flow rate of 424,000 gallons per day. The monthly amount of water production is summarized and presented in Appendix A. The monthly regulatory reports were submitted on 10/0/2024 to FDEP.

2.1.1 Meter Reading

There are 2,111 meters to read during the month, this month 8 rereads were required. Our average meter reading accuracy is 98.9%.

Table 2.0 Meter Reading Monthly Summary

Meter Reading Monthly Summary

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy %
Sep '24	2,111	8	99.6
Aug '24	2,111	21	99.0
Jul '24	2,111	26	98.8
Jun '24	2,111	30	98.6
May '24	2,111	31	98.5
Apr '24	2,111	31	98.5
Mar '24	2,111	30	98.6
Feb '24	2,111	22	99.0
Jan '24	2,111	22	99.0
Dec '23	2,111	16	99.2
Nov '23	2,111	21	99.0
Oct '23	2,111	16	99.2
Average	2,111	23	98.9

2.2 Collections and Wastewater Treatment

- During the month, all lift stations were inspected, cleaned, and if required residual grease was removed.
- During the month, the facility treated 19 million gallons (MG) of influent water with an average daily flow rate of .63 MGD. The Wastewater Treatment Plant (WWTP) discharge permit parameter limitations were met throughout the month. The systems effluent discharge limitations and quality performance is presented in Appendix B. The monthly regulatory reports were submitted on 10/01/24.

2.2.1 Biosolids Management

During the month, drying beds 1-3 were **NOT** used for dewatering the aerobically digested sludge. The biosolids removed from the beds contained **0%** solids. This month, GreenSouth Solutions hauled approximately 0 tons of biosolids to be used for beneficial land application. The Biosolids Monthly Summary Report is presented in Appendix C.

2.3

Water and Sewer Line Repairs

09/09/24 – Mary Esther/Pryor – Sewer Line Break



09/17/24 – 101 Mary Esther – Water Line Break



09/18/24 – 521 Stonehenge – Water Line Break



09/23/24 – 411 Bryn Athen – Water Line Break



3. Maintenance

3.1 Preventive Maintenance

During the month, staff completed a total of 114 preventive workorders. The completed work order report is presented in Appendix D.

3.2 City Work Order Requests and Call Outs

There were 259 work order requests completed this month.

There were no call outs for this month.

3.3 Corrective Maintenance

3.3.1 Wastewater Plant 1

Wastewater Plant 1 is out of service and the equipment that is operational is being maintained and exercised. Design for rehabilitation project has been halted pending a county requested engineering study.

3.3.2 Spray Field Equipment

The motor for the vertical turbine pump #2 has been received. Shaft for pump #2 has been pulled and sent for repair. The replacement motor information is the following: Type KS, SN: KSFT277U027, Model Number: 5KS404DAJ6005D1.

The staff is preparing for the hay harvest. The harvest equipment has been inspected and is available for the cutting season.

3.4 Capital Improvement Projects (CIP)

3.4.1 Sewer Infiltration

The City purchased Sewer Manhole Infiltration protectors for an in-kind project related to a consent order, the infiltration protectors have been installed. 90% of the received materials have been installed at this time.

APPENDIX A

Water System Summary

Month	Well 1 Total Flow Gallons	Well 2 Total Flow Gallons	Well 3 Total Flow Gallons	Well 4 Total Flow Gallons	Total Water Production MGM	Average Daily Production MGD
Permit Limits					22.8	*0.62
Sep '24		394,000	3,888,000	8,958,000	13.2	0.441
Aug '24		639,000	3,322,000	10,456,000	14.4	0.465
Jul '24		559,000	5,750,000	7,174,000	13.5	0.449
Jun '24		0	5,726,000	7,976,000	13.7	0.457
May '24		0	7,552,000	6,567,000	14.1	0.455
Apr '24		0	6,126,000	5,803,000	510.6	17.021
Mar '24		0	4,329,000	7,536,000	11.9	0.396
Feb '24		0	2,853,000	8,708,000	11.6	0.399
Jan '24		0	3,095,000	9,905,000	13.0	0.433
Dec '23		0	2,839,000	9,136,000	11.9	0.397
Nov '23		0	3,156,000	8,369,000	11.5	0.384
Oct '23		0	4,592,000	7,960,000	12.6	0.405
Sep '23		0	5,425,000	7,582,000	13.0	0.434
Minimum		0	2,839,000	5,803,000	11.5	0.384
Maximum		639,000	7,552,000	10,456,000	510.6	17.021
Average		122,462	4,511,769	8,163,846	51.2	1.703
Annual Total		1,592,000	53,228,000	98,548,000	652	21.702

* Note - permit limit is annual average daily water production

APPENDIX B

Influent Monthly Summary

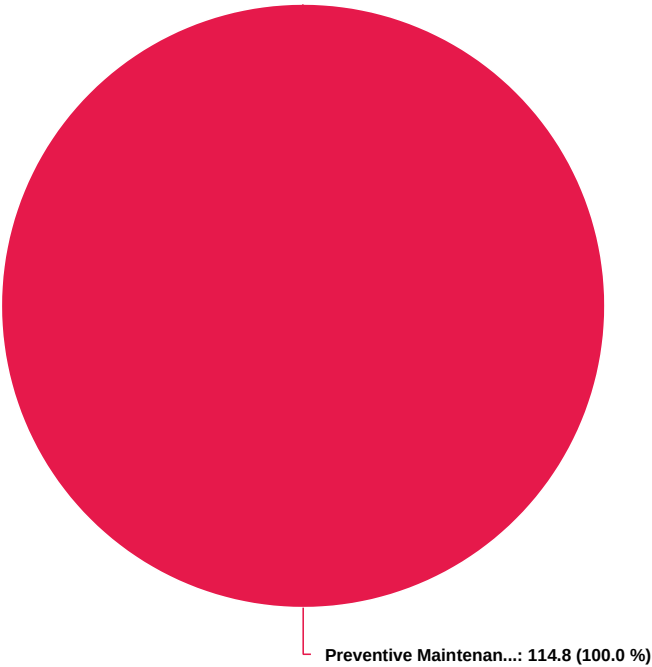
Month	Rainfall MGD	Flow Total MGD	Flow 3-Month Rolling Avg mg/L	CBOD Avg mg/L	CBOD Load lbs/day	TSS Avg mg/L	TSS Load lbs/day
Sep '24	12.5	19.183	0.637	287	1,472	173	958
Aug '24	1.6	17.137	0.730	259	1,195	171	783
Jul '24	12.3	22.403	0.732	291	1,561	170	889
Jun '24	8.4	23.000	0.680	250	1,525	178	1,113
May '24	15.4	24.364	0.578	323	2,039	155	994
Apr '24	6.6	16.203	0.545	360	1,576	231	1,029
Mar '24	8.0	16.863	0.538	374	1,906	202	1,001
Feb '24	3.2	15.460	0.519	274	1,234	193	875
Jan '24	6.3	17.454	0.467	220	999	145	662
Dec '23	5.5	16.111	0.427	243	1,135	213	992
Nov '23	3.3	11.882	0.424	325	1,027	256	813
Oct '23	1.0	12.253	0.446	304	972	213	682
Sep '23	3.3	14.123	0.459	297	1,176	235	931

APPENDIX C

Biosolids Summary

Month	Drying Beds\Bed 1			Drying Beds\Bed 2			Drying Beds\Bed 3			Disposal
	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Beneficial Use Dry Tons
Sep '24										
Aug '24	21,180	23.7	1.13	24,710	23.7	1.26				2.4
Jul '24	14,120	12.0	0.71	10,590	12.0	0.53	7,060	12.0	0.35	1.6
Jun '24				10,590	16.8	0.74	12,355	16.8	0.86	1.6
May '24										
Apr '24	33,535	46.4	2.14	35,300	46.4	2.26	37,065	46.4	2.39	6.8
Mar '24	21,180	30.9	1.36	19,415	30.9	1.26	21,180	30.9	1.36	4.0
Feb '24										
Jan '24	14,120	20.7	1.22	15,885	20.7	1.37	14,120	20.7	1.22	3.8
Dec '23										
Nov '23	14,120	17.5	1.03	12,355	17.5	0.90	10,590	17.5	0.77	2.7
Oct '23	7,060	11.3	0.33	15,885	11.3	0.75				1.1
Sep '23	8,825	19.4	0.71	10,590	19.4	0.85				1.6
Annual Total	134,140	181.6	8.62	155,320	198.4	9.92	102,370	144.1	6.955	25.5
Annual Average	16,768	22.7	1.08	17,258	22.1	1.10	17,062	24.1	1.158	2.8

Work Order Actual Hours by WO Type



Report Criteria

- Complete Date is between '9/1/2024' AND '9/30/2024'
- Location / Asset is Mary Esther (MAE)
- Repair Center is Mary Esther

Work	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
Order #						
Preventive Maintenance						
MAE-3915418	MAE-73005	#2 CLARIFIER	Semi-Annual Clarifier Inspection	Completed as requested.	9/2/2024	9/6/2024 7:56:00 AM
MAE-3915434	MAE-69018	WELL #1 SITE	Wellsite Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/2/2024	9/6/2024 7:55:00 AM
MAE-3917765	MAE-SEWER LINE CAMERA-3	Iris Sewer Camera	Camera Inspection	Completed as requested.	9/6/2024	9/9/2024 12:47:00 PM
MAE-3917766	MAE-93310	SEWER CAMERA	Camera Inspection	Completed as requested.	9/6/2024	9/9/2024 1:24:00 PM
MAE-3920779	MAE-73007	#3 CLARIFIER	Semi-Annual Clarifier Inspection	Completed as requested.	9/11/2024	9/11/2024 12:02:00 PM
MAE-3920780	MAE-78610	#2 CLARIFIER RAS BOX GATE	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:01:00 PM
MAE-3920781	MAE-78611	#2 CLARIFIER SCUM GATE	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:36:00 PM
MAE-3920782	MAE-79108	Oxidation Ditch 2 Influent Gate	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:44:00 PM
MAE-3920783	MAE-78609	Oxidation Ditch 2 Main Effluent Gate	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:46:00 PM
MAE-3920784	MAE-78608	Oxidation Ditch 2 Main Influent Gate	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:49:00 PM
MAE-3920785	MAE-79111	Oxidation Ditch 3 Effluent Gate	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:50:00 PM
MAE-3920786	MAE-79110	Oxidation Ditch 3 Influent Gate - 24 INCH	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:54:00 PM
MAE-3920787	MAE-79109	Oxidation Ditch 3 Influent Gate - 36 INCH	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:55:00 PM
MAE-3920788	MAE-78104	Drying Bed Pump Discharge Gate Valve #1 L/S	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:56:00 PM
MAE-3920789	MAE-78109	INFLUENT GATE VALVE #1 TO SCREENS	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 12:57:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3920790	MAE-78110	INFLUENT GATE VALVE #2 TO SCREENS	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 1:01:00 PM
MAE-3920791	MAE-78111	INFLUENT GATE VALVE #3 TO SCREENS	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 1:09:00 PM
MAE-3920792	MAE-78105	Plant LS pump Discharge Gate Valve #2 L/S	Sluice Gate Semi-Annual Exercise and Maintenance	Completed as requested.	9/11/2024	9/11/2024 1:34:00 PM
MAE-3920793	MAE-69019	WELL #2 SITE	Wellsite Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 11:58:00 AM
MAE-3920794	MAE-69020	WELL #3 SITE	Wellsite Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:21:00 PM
MAE-3920795	MAE-69021	WELL #4 SITE	Wellsite Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:31:00 PM
MAE-3922692	MAE-93401	Husky Shop Air Compressor	Air Compressor Monthly Inspection	Completed as requested.	9/6/2024	9/9/2024 12:45:00 PM
MAE-3922693	MAE-93301	Campbell Hausfeld Air Compressor	Air Compressor Monthly Inspection	Completed as requested.	9/6/2024	9/9/2024 1:15:00 PM
MAE-3922696	MAE-52101	DIGESTER POLYMASTER	Polyblend unit monthly inspection	Completed as requested.	9/6/2024	9/9/2024 12:44:00 PM
MAE-3922808	MAE-LAWN-MOWER-153	Bobcat Zero Turn Mower	Monthly Mower Inspection	Completed as requested.	9/6/2024	9/9/2024 12:42:00 PM
MAE-3922809	MAE-LAWN-MOWER-154	Craftsman Push Mower	Monthly Mower Inspection	Completed as requested.	9/6/2024	9/9/2024 1:01:00 PM
MAE-3922810	MAE-LAWN-MOWER-152	Farris Zero Turn Mower	Monthly Mower Inspection	Completed as requested.	9/6/2024	9/9/2024 1:25:00 PM
MAE-3923349	MAE-31517	DIGESTER BLOWER MOTOR #1	Semi-Annual Digester Blower Motor Lubrication	Completed as requested.	9/2/2024	9/6/2024 7:54:00 AM
MAE-3923350	MAE-31518	DIGESTER BLOWER MOTOR #2	Semi-Annual Digester Blower Motor Lubrication	Completed as requested.	9/2/2024	9/9/2024 11:41:00 AM
MAE-3923351	MAE-31519	DIGESTER BLOWER MOTOR #3	Semi-Annual Digester Blower Motor Lubrication	Completed as requested.	9/2/2024	9/9/2024 12:00:00 PM
MAE-3923871	MAE-02604-2	Well #1 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	9/9/2024	9/9/2024 2:42:00 PM
MAE-3923872	MAE-02605	Well #3 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	9/9/2024	9/9/2024 2:53:00 PM
MAE-3923873	MAE-02607	Well #4 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	9/9/2024	9/9/2024 2:53:00 PM
MAE-3924682	MAE-02601	Main Plant CL2 Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	9/10/2024	9/10/2024 1:34:00 PM
MAE-3924683	MAE-22402	PRIMARY DIGESTER DECANT PUMP	Monthly Decant Pump Inspection	Completed as requested.	9/10/2024	9/10/2024 1:34:00 PM
MAE-3925190	MAE-WWTP-CCC	Chlorine Contact Chambers	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 11:50:00 AM
MAE-3925191	MAE-WWTP-CLAR	Clarifiers	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:02:00 PM
MAE-3925192	MAE-WWTP-DIGBLOWER	Digester Blower Area	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:06:00 PM
MAE-3925193	MAE-77002	Digester Building	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:30:00 PM
MAE-3925194	MAE-WWTP-DIG	Digesters	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:33:00 PM
MAE-3925195	MAE-WWTP-DRYBED	Drying Beds	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:35:00 PM
MAE-3925196	MAE-WWTP-EFFPUMP	Effluent Pump Area	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:43:00 PM
MAE-3925197	MAE-WWTP-HEADWORKS	Headworks	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:47:00 PM
MAE-3925198	MAE-77101	Main Plant Building	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:53:00 PM
MAE-3925199	MAE-69022	Main Plant Building Lift Station #2	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:54:00 PM
MAE-3925200	MAE-WWTP-OXDITCH	Oxidation Ditches	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 12:58:00 PM
MAE-3925201	MAE-WWTP-WAS	WAS Pump Area	WWTP Semi-Annual Valve Exercise and Inspection	Completed as requested.	9/11/2024	9/11/2024 1:10:00 PM
MAE-3926657	MAE-59002	SCREENING CONVEYOR	Grit Auger Monthly Inspection	Completed as requested.	9/13/2024	9/13/2024 2:03:00 PM
MAE-3927623	MAE-95801	Break Room First Aid Kit	Monthly First-Aid Kit Inspection	Completed as requested.	9/2/2024	9/6/2024 7:53:00 AM
MAE-3927624	MAE-95802	Well #1 First Aid Kit	Monthly First-Aid Kit Inspection	Completed as requested.	9/2/2024	9/6/2024 12:01:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3927625	MAE-69020	WELL #3 SITE	Monthly First-Aid Kit Inspection	Completed as requested.	9/2/2024	9/6/2024 12:28:00 PM
MAE-3927626	MAE-69021	WELL #4 SITE	Monthly First-Aid Kit Inspection	Completed as requested.	9/2/2024	9/6/2024 12:38:00 PM
MAE-3927641	MAE-42213	#3 CLARIFIER GEARBOX	Clarifier Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 7:52:00 AM
MAE-3927642	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	9/2/2024	9/6/2024 7:51:00 AM
MAE-3927643	MAE-WTP	Mary Esther Water System	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	9/2/2024	9/6/2024 12:00:00 PM
MAE-3927644	MAE-LS	Mary Esther Lift Stations	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	9/2/2024	9/6/2024 12:17:00 PM
MAE-3927645	MAE-LS	Mary Esther Lift Stations	Fire Extinguisher Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 7:47:00 AM
MAE-3927646	MAE-SPRAYFIELD	Mary Esther Sprayfield	Fire Extinguisher Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 11:59:00 AM
MAE-3927647	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Fire Extinguisher Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:11:00 PM
MAE-3927648	MAE-WTP	Mary Esther Water System	Fire Extinguisher Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:37:00 PM
MAE-3927649	MAE-20003	#2 DITCH RAS PUMP #1	Monthly RAS Pump Inspection	Completed as requested.	9/2/2024	9/6/2024 7:46:00 AM
MAE-3927650	MAE-20004	#2 DITCH RAS PUMP #2	Monthly RAS Pump Inspection	Completed as requested.	9/2/2024	9/6/2024 12:36:00 PM
MAE-3927651	MAE-03106	Effluent Auto-Sampler	Sampler Monthly Maintenance	Completed as requested.	9/2/2024	9/6/2024 7:44:00 AM
MAE-3927652	MAE-03105	Influent Auto-Sampler	Sampler Monthly Maintenance	Completed as requested.	9/2/2024	9/9/2024 11:59:00 AM
MAE-3927653	MAE-20603	Well #1 HS Pump #3	Plant High Service Pump Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 7:43:00 AM
MAE-3927654	MAE-20604	Well #3 HS Pump #1	Plant High Service Pump Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:36:00 PM
MAE-3927655	MAE-20605	Well #3 HS Pump #2	Plant High Service Pump Monthly Inspection	Completed as requested.	9/2/2024	9/9/2024 11:58:00 AM
MAE-3927657	MAE-91306	LS #10 Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 6:48:00 AM
MAE-3927658	MAE-02604-1	Well #1 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:10:00 PM
MAE-3927659	MAE-91303	Well #3 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:35:00 PM
MAE-3927660	MAE-91307	Well #3 Pump Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/9/2024 11:57:00 AM
MAE-3927661	MAE-91304	Well #4 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/9/2024 12:02:00 PM
MAE-3927662	MAE-91301	CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/9/2024 12:13:00 PM
MAE-3927663	MAE-91308	Digester Building Upper Level Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	9/2/2024	9/9/2024 12:18:00 PM
MAE-3927664	MAE-71903	LS #10 GENERATOR FUEL TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/5/2024 2:18:00 PM
MAE-3927665	MAE-71905	LS #14 DIESEL FUEL DAY TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/6/2024 11:58:00 AM
MAE-3927666	MAE-71904	LS #14 DIESEL FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/6/2024 12:08:00 PM
MAE-3927667	MAE-71906	WELL #1 GAS STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/6/2024 12:34:00 PM
MAE-3927668	MAE-71908	WELL #3 FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/9/2024 11:57:00 AM
MAE-3927669	MAE-71907	WELL #2 FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/9/2024 12:01:00 PM
MAE-3927670	MAE-71901	DIESEL FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/9/2024 12:13:00 PM
MAE-3927671	MAE-71902	GENERATOR DAY TANK	Monthly Fuel Tank Inspection	Completed as requested.	9/2/2024	9/9/2024 12:14:00 PM
MAE-3927672	MAE-20501	Well #4 Chlorine Booster Pump	Booster Pump Monthly Inspection	Completed as requested.	9/2/2024	9/5/2024 2:17:00 PM
MAE-3927673	MAE-20008	CL2 Sample Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	9/2/2024	9/5/2024 2:16:00 PM
MAE-3927674	MAE-20014	Digester Transfer/Recirculation Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	9/2/2024	9/6/2024 11:57:00 AM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3927675	MAE-20009	Plant Reuse Water Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	9/2/2024	9/6/2024 12:33:00 PM
MAE-3927676	MAE-38102	LS #14 Diesel Engine #1	Backup Engine Monthly Inspection	Completed as requested.	9/2/2024	9/5/2024 2:14:00 PM
MAE-3927677	MAE-20601-2	Well #1 HS Pump #1 Engine	Backup Engine Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:06:00 PM
MAE-3927678	MAE-38101	Well #2 Pump Engine	Backup Engine Monthly Inspection	Completed as requested.	9/2/2024	9/9/2024 11:56:00 AM
MAE-3928059	MAE-60699	Concrete Saw	Monthly Concrete Saw Inspection	Completed as requested.	9/9/2024	9/9/2024 2:59:00 PM
MAE-3928436	MAE-69018	WELL #1 SITE	Wellsite Monthly Inspection	Completed as requested.	9/2/2024	9/5/2024 2:13:00 PM
MAE-3928437	MAE-69019	WELL #2 SITE	Wellsite Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 7:59:00 AM
MAE-3928438	MAE-69020	WELL #3 SITE	Wellsite Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:03:00 PM
MAE-3928439	MAE-69021	WELL #4 SITE	Wellsite Monthly Inspection	Completed as requested.	9/2/2024	9/6/2024 12:32:00 PM
MAE-3928508	MAE-HYDRANTS-F-10765	KIMBROUGH 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	9/2/2024	9/5/2024 2:12:00 PM
MAE-3928509	MAE-00110	Islandview 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	9/2/2024	9/9/2024 11:45:00 AM
MAE-3928813	MAE-6" Bypass Pump-5	6" Bypass Pump	Generator Monthly inspection	Completed as requested.	9/3/2024	9/9/2024 12:20:00 PM
MAE-3930670	MAE-EQUIPMENT-293	Fuel Trailer Electric	Monthly Fuel Tank Inspection	Completed as requested.	9/6/2024	9/9/2024 12:41:00 PM
MAE-3930671	MAE-EQUIPMENT-294	Fuel Trailer Flat	Monthly Fuel Tank Inspection	Completed as requested.	9/6/2024	9/9/2024 1:00:00 PM
MAE-3931668	MAE-69003	LS #1 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 12:40:00 PM
MAE-3931669	MAE-69004	LS #2 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 1:56:00 PM
MAE-3931670	MAE-69005	LS #3 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 1:57:00 PM
MAE-3931671	MAE-69006	LS #4 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 1:59:00 PM
MAE-3931672	MAE-69007	LS #5 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:00:00 PM
MAE-3931673	MAE-69008	LS #6 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:03:00 PM
MAE-3931674	MAE-69009	LS #7 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:04:00 PM
MAE-3931675	MAE-69010	LS #8 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:06:00 PM
MAE-3931676	MAE-69011	LS #9 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:16:00 PM
MAE-3931677	MAE-69012	LS #10 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:20:00 PM
MAE-3931678	MAE-69013	LS #11 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:25:00 PM
MAE-3931679	MAE-69014	LS #12 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:26:00 PM
MAE-3931680	MAE-69023	LS #13 SITE	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:27:00 PM
MAE-3931681	MAE-69016	LS #14 Hurlburt Field Site	Semi-Annual Lift Station Pump Motor Lubrication	Completed as requested.	9/6/2024	9/9/2024 2:28:00 PM
MAE-3931842	MAE-EQUIPMENT-282	Dayton Portable Heater 1 of 3	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:19:00 PM
MAE-3931843	MAE-EQUIPMENT-283	Dayton Portable Heater 2 of 3	General Equipment Inspection	Completed as requested.	9/3/2024	9/9/2024 12:26:00 PM
MAE-3931844	MAE-EQUIPMENT-284	Dayton Portable Heater 3 of 3	General Equipment Inspection	Completed as requested.	9/3/2024	9/9/2024 12:22:00 PM
MAE-3931845	MAE-EQUIPMENT-288	Backflow Test Kit 1 of 2	General Equipment Inspection	Completed as requested.	9/3/2024	9/9/2024 12:22:00 PM
MAE-3931846	MAE-93440	Back Flow Test Kit	General Equipment Inspection	Completed as requested.	9/3/2024	9/9/2024 12:28:00 PM
MAE-3931847	MAE-93601	SCHONSTEDT LOCATOR	General Equipment Inspection	Completed as requested.	9/3/2024	9/9/2024 12:28:00 PM
MAE-3931848	MAE-EQUIPMENT-291	Utility Locator	General Equipment Inspection	Completed as requested.	9/3/2024	9/9/2024 12:29:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3934021	MAE-95401	Well #4 SCBA	SCBA Monthly Inspection	Completed as requested.	9/9/2024	9/9/2024 2:41:00 PM
MAE-3934225	MAE-00101	Misty Water Lane 6" Fire Hydrant	Potable Water Dead-End Flushing	Completed as requested.	9/9/2024	9/9/2024 2:38:00 PM
MAE-3934748	MAE-JETTER-USJETTING	HIGH-PRESSURE JETTER	Generator Monthly inspection	Completed as requested.	9/10/2024	9/10/2024 1:33:00 PM
MAE-3934751	MAE-92506	Hay Rake	Monthly Hay Rake Service	Completed as requested.	9/9/2024	9/9/2024 2:34:00 PM
MAE-3934752	MAE-92501	Bush Hog 5' Mower	Monthly Mower Service	Completed as requested.	9/9/2024	9/9/2024 2:33:00 PM
MAE-3934777	MAE-EQUIPMENT-292	Chemical Sprayer Tractor Mounted	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:30:00 PM
MAE-3934778	MAE-EQUIPMENT-295	Tractor Seeder	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:59:00 PM
MAE-3934779	MAE-EQUIPMENT-296	Disk Harrow	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:57:00 PM
MAE-3934780	MAE-EQUIPMENT-297	Grader	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:57:00 PM
MAE-3934781	MAE-EQUIPMENT-298	Box Blade	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:56:00 PM
MAE-3934782	MAE-GRNDEQ-HAY-11	Hay Spike 1 of 3	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:50:00 PM
MAE-3934783	MAE-GRNDEQ-HAY-12	Hay Spike 2 of 3	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:49:00 PM
MAE-3934784	MAE-GRNDEQ-HAY-13	Hay Spike 3 of 3	General Equipment Inspection	Completed as requested.	9/6/2024	9/9/2024 12:48:00 PM
MAE-3935640	MAE-21506	LS #14 PUMP #3	Vertical Pump Monthly Inspection	Completed as requested.	9/11/2024	9/11/2024 11:41:00 AM
MAE-3936632	MAE-40101	LS #14 RIGHT ANGLE DRIVE #1	Angle Drive Monthly Inspection	Completed as requested.	9/13/2024	9/13/2024 2:02:00 PM
MAE-3936633	MAE-40103	Well #2 Well Pump Right Angle Drive	Angle Drive Monthly Inspection	Completed as requested.	9/13/2024	9/13/2024 2:17:00 PM
MAE-3936926	MAE-SAFETY-HYDRANTS-F-7191	191 E Miracle Strip Pkwy 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	9/9/2024	9/9/2024 2:32:00 PM
MAE-3936927	MAE-SAFETY-HYDRANTS-F-7192	Point Comfort 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	9/9/2024	9/9/2024 2:47:00 PM
MAE-3937241	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	9/13/2024	9/29/2024 4:58:00 PM
MAE-3937242	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	9/13/2024	9/29/2024 5:00:00 PM
MAE-3937243	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	9/13/2024	9/29/2024 5:02:00 PM
MAE-3937258	MAE-92505	Hay Cutter	Monthly Hay Cutter Service	Completed as requested.	9/13/2024	9/13/2024 12:51:00 PM

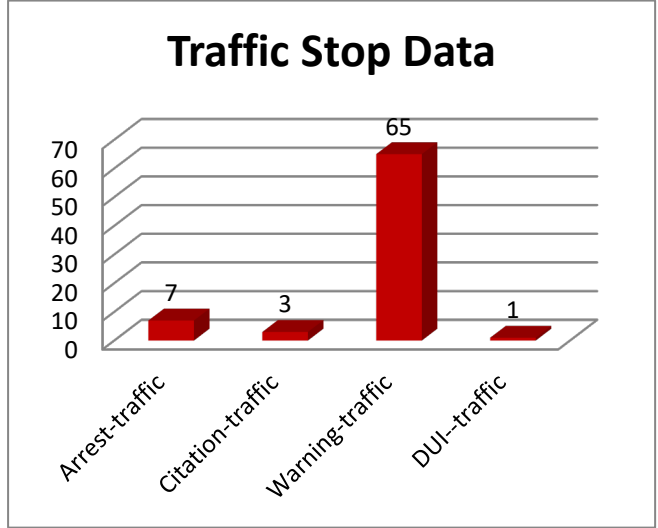
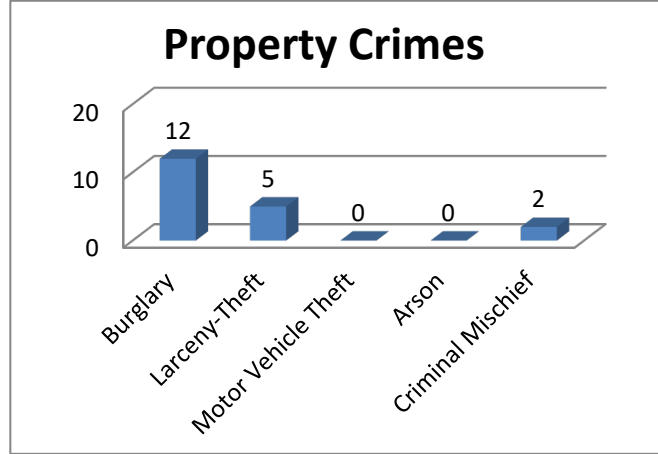
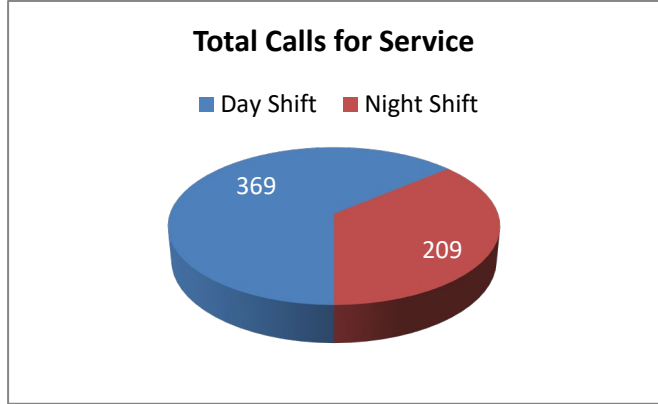
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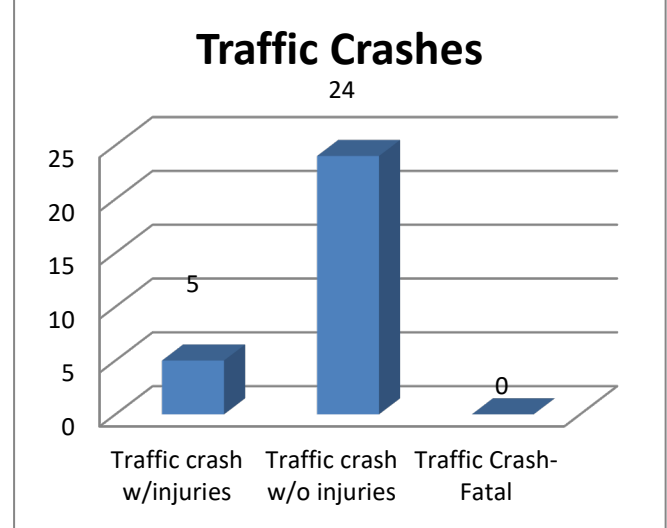
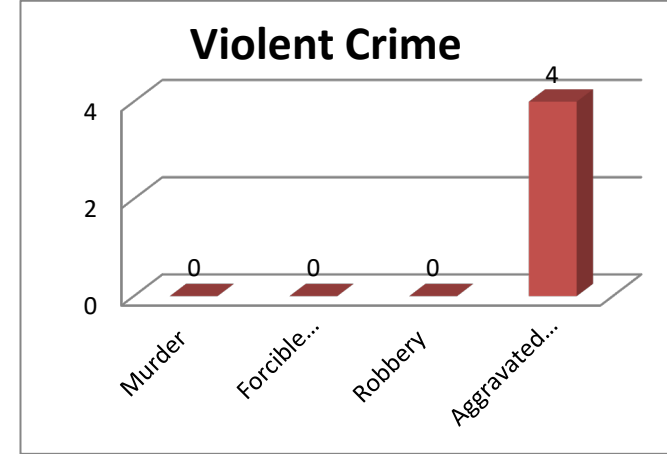
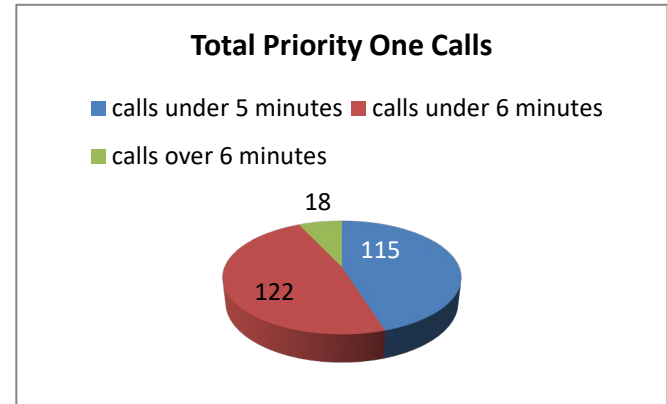


Total Calls for Service	578
Day Shift	369
Night Shift	209
Priority 1 Calls	140
calls under 5 minutes	115
calls under 6 minutes	122
calls over 6 minutes	18
Property Crimes	19
Burglary	12
Larceny-Theft	5
Motor Vehicle Theft	0
Arson	0
Criminal Mischief	2
Violent Crime	4
Murder	0
Forcible Rape	0
Robbery	0
Aggravated Assault	4
Traffic Violations-stops	76
Arrest-traffic	7
Citation-traffic	3
Warning-traffic	65
DUI--traffic	1
Marine Violations	0
Marine Citations	0
Marine Warnings	0
Marine Crashes	0
Traffic Crash	29
Traffic crash w/injuries	5
Traffic crash w/o injuries	24
Traffic Crash-Fatal	0

City Ord. Violations	1
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Distressed Swimmers	0
Drownings	0



Prepared by Analyst Whitney Rivero on Oct. 7th, 2024



**MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
October 7, 2024 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
Susan Coxwell, Councilmember
Richard Lawson, Councilmember

April Sutton, Mayor Pro Tem
Larry Carter, Councilmember (Virtually)
Bernie Oder, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk

Kelvin Cherry, Code Compliance Officer
Shawn Lindsey, Public Works Director
Sheila Ortyl, Library Director

OTHERS PRESENT

Chad Rewis, OSCO Captain

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 6:00 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the pledge of allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

Mayor Stein asked for a motion to approve Councilmember Carter's attendance virtually. Councilmember Coxwell initiated the motion, seconded by Councilmember Lawson. The motion passed 4-0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Richard Lawson
AYES:	Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

5. APPROVAL OF THE AGENDA

Mayor Stein asked if the council wished to make any changes to the agenda. Hearing none, Mayor Stein asked for a motion. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell

NAYS:	None
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6. SPECIAL PRESENTATIONS

6.1. Making Strides Against Breast Cancer of the Emerald Coast Proclamation

Mayor Stein read a proclamation declaring October 2024 as "Making Strides Against Breast Cancer Month" in Mary Esther. After reading, he asked for a motion to authorize the mayor to sign the proclamation, declaring October 2024 as "Making Strides Against Breast Cancer Month" in Mary Esther. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

Jean Grieve, American Cancer Society, spoke about the Making Strides Against Breast Cancer walk being organized and how the organization has received proclamations from five municipalities showing support. She also discussed her upcoming poker tournament fundraiser for breast cancer. After that, she, Mayor Stein, Mayor Pro Tem Sutton, and Library Director Ortyl took a picture together.

6.2. National Pedestrian Safety Month Proclamation

Mayor Stein read a proclamation to declare October 2024 as "National Pedestrian Safety Month" in Mary Esther. After reading, Mayor Stein asked for a motion to authorize the Mayor to sign the proclamation, declaring October 2024 as "National Pedestrian Safety Month" in Mary Esther. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

Ida Kreiser thanked the mayor and council for the proclamation and discussed there will be a tree planting on November 7th, and World Remembrance Day on November 18th. After that, she, Mayor Stein, and Citizen McLemore took a picture together.

7. CONSENT AGENDA

Mayor Stein asked if the council wished to make any changes to the consent agenda. Hearing none, Mayor Stein asked for a motion. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Bernie Oder

SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

7.1. Financial Report

7.2. Public Works Report

7.3. Library Report

7.4. Fire Department Report

7.5. Community Development Report

7.6. Jacobs Report

7.7. Law Enforcement Report

7.8. Minutes of the September 4th, 2024, Local Planning Agency Meeting

7.9. Minutes of the September 4th, 2024 Regular Council Meeting

7.10. Minutes of the September 24th, 2024 Special Council Meeting

8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA

None.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

10. UNFINISHED BUSINESS

10.1. Ordinance No. 2024-02 and No. 2024-03, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL) for approximately 0.74 acres. (Okaloosa County BCC, Applicant) (Tyler Reed, Community Development Director)

Mayor Stein opened the public hearing on October 7th at 6:16 p.m. Community Development Director Reed led the discussion on Ordinance 2024-02 and Ordinance 2024-03 to change the city's future land use map. After the discussion, Mayor Stein opened the public comment. Upon hearing no comment, Mayor Stein closed the public comment and public hearing on October 7th at 6:20 p.m. and asked City Clerk Morris to do a second reading of the ordinance's title. After reading the title of the ordinance, Mayor Stein asked for a motion to approve the ordinance. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

After that, Mayor Stein asked City Clerk Morris to conduct a second reading of Ordinance 2024-03. After the reading, Mayor Stein asked for a motion to approve Ordinance 2024-03. Mayor Pro Tem Sutton initiated the motion seconded by Councilmember Lawson. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

10.2. First Reading, Ordinance 2024-01, Vacation Rentals

City Manager Cobb led the discussion, stating that the city is seeking direction on the ordinance. Mayor Pro Tem Sutton voiced to dismiss the ordinance altogether. Councilmember Oder voiced that he would like to proceed with the Ordinance. Councilmember Coxwell cited that she would like to see the ordinance simplified. Councilmember Lawson wanted to see it improved but not go away. Councilmember Carter voiced that he believes no ordinance is not the solution, but it should not be too overreaching. After some discussion, mayor and council came to the consensus that they will provided feedback by the end of October, review in November, and the city will bring it back in December.

11. NEW BUSINESS

11.1. Jacobs Settlement Agreement

City Manager Cobb stated the agreement was not finalized.

11.2. RFB 2024-08, Ray's Pond Stormwater Improvements

Public Works Director Lindsay led the discussion on bids received for the Ray's Pond Stormwater Improvements. He recommended awarding the bid to Chavers Construction for an amount not to exceed \$598,868.05. After discussion, Mayor Stein asked for a motion to ward the bid to Chavers Construction Inc. for an amount not-to-exceed \$598,868.05. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

11.3. City Council Committee Appointments

City Clerk Morris led the discussion on the city council committee appointments. After some discussion, Mayor Stein was appointed the alternative representative for the Emerald Coast Regional Council. Mayor Stein asked for a motion to approve the committee appointments. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

11.4. 2025 Regular Council Meeting Calendar

City Clerk Morris led the discussion on the 2025 regular council meeting calendar. After some discussion, the dates we agreed as follows:

- January 21st - Moved due to New Years and Martin Luther King Jr Day.
- February 3rd
- March 3rd
- April 7th
- May 5th
- June 2nd
- July 7th
- August 4th
- September 2nd - Moved due to Labor Day
- October 6th
- November 3rd
- December 8th - Moved due to local events

Mayor Stein asked for a motion to approve the 2025 regular city council meeting dates as proposed. Councilmember Coxwell initiated the motion, seconded by Councilmember Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

11.5. FY 2025 Library Interlocal Agreement

Library Director Ortyl led the discussion on the 2025 Library Interlocal Agreement. After some discussion, Mayor Stein asked for a motion to approve the 2025 OCPLC Interlocal Agreement. Councilmember Oder initiated the motion, seconded by Councilmember Lawson. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

11.6. FY 2025 City Manager Salary Adjustment

City Manager Cobb led the discussion for the 2025 City Manager Salary Adjustment. He requested a 5% salary increase with additional funding for professional development. After some discussion, Mayor Stein asked for a motion to approve the 5% pay raise and additional funding. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
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MOVER:	Councilmember Bernie Oder
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

11.7. **FY 2025 Law Enforcement Service Agreement**

City Manager Cobb led the discussion of the 2025 Law Enforcement Service Agreement, discussing the 9% increase and a provision for requesting additional services. Councilmember Coxwell asked if this increase is typical among municipalities where City Manager Cobb stated it is and that he is working to see if it can be brought closer to inflation. Councilmember Oder asked why the insurance was so high. Captain Rewis, Okaloosa County Sheriff's Office, said it was for workers healthcare and benefits. Mayor Pro Tem Sutton voiced that the city can not keep sustaining the increases, discussing Shalimar's police department for what they pay. Councilmember Carter discussed that Shalimar and Mary Esther are not good comparisons and that it is a multifaceted issue, citing that the city would lose the patrol car around the city if the contract is ended. Captain Rewis discussed warnings versus citations, stating that OCSO leans for warnings to help better educate citizens, as well many people that are stopped are first time stops with tourists. After some discussion, Mayor Stein asked for a motion to approve the FY 2025 Law Enforcement Service Agreement with the Okaloosa County Sheriff's Office for an amount not to exceed \$299,129.00. Councilmember Coxwell initiated the motion, seconded by Councilmember Oder. The motion passed 4-1.

RESULT:	PASSED (4-1)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Bernie Oder
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	April Sutton

11.8. **Photo Speed Enforcement in School Zones**

City Manager Cobb led the discussion on photo speed enforcement in school zones, discussing that cameras can be used to enforce speed limits in school zones. Mayor Stein asked when the camera is in effect, with Captain Rewis saying that it is up to council. Councilmember Coxwell asked if the funds go back to the municipalities, with Captain Rewis stating most goes to the state with some going to the municipalities. Councilmember Carter inquired about the education requirement, with City Manager Cobb stating it would be up to the vendor with the city doing some education. Councilmember Lawson inquired whether the price would increase for higher speeds, with Captain Rewis stating it is the same fine for any speed over the limit. After some discussion, Mayor Stein asked for a motion to direct the city manager to prepare an ordinance for review, discussion, and consideration of a first reading. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12. **COUNCILS' STANDING COMMITTEE STATUS REPORTS**

Mayor Pro Tem Sutton discussed her trip to Perry, Florida, upcoming city events, the bathrooms in the fire department coming along, and urged citizens to stop by the library to congratulate Library Director Ortyl on retirement.

Councilmember Coxwell discussed attending the Waste Management recycling facility ribbon cutting.

Councilmember Lawson had no additional comments.

Mayor Stein stated the Veterans Day Parade is good to go.

Councilmember Oder congratulated Library Director Ortyl on retirement, the next Okaloosa County Library Cooperative meeting, a note received from the library cooperative, thanked the fire department, the next Northwest Florida League of Cities meeting, the Florida League of Cities legislative committees meetings, and attending the discussion of Navarre incorporating.

Councilmember Carter discussed the poor mic quality of the council chambers.

13. OTHER COMMENTS

City Attorney Dykes had no additional comments.

City Clerk Morris discussed wanting to redo the council photo, helping organize the upcoming Northwest Florida League of Cities dinner, the upcoming Okaloosa League of Cities dinner, and that he will be taking over the duties of the secretary for the Okaloosa League of Cities.

City Manager Cobb discussed wanting guidance on a team building and governance workshop and reaching out to Doctor Hanline for his review for next year.

14. ADJOURN

The council meeting adjourned at 7:28 p.m.

AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: November 4, 2024

SUBJECT: Jacobs Settlement Agreement

BACKGROUND:

Due to some calculation errors in the Springdale plans, Jacobs agreed to provide a combination of engineering fee credits and in-kind work, including the installation of driveways and sewer manhole rehabilitation. The total value of the credits and work is approximately \$300,000, or about half the cost of the error.

DISCUSSION:

The agreement was discussed during previous council meetings but not formalized in writing, including the task of building the sidewalk and finishing driveways on the remaining side of Mary Esther Drive. We requested the agreement three months ago and in the agreement it would give them up to 6 months to complete these tasks as well as rehabbing the remaining unlined sewer manholes and the engineering in-kind services. Allowing them 6 months to complete the sidewalks and driveways will cause strain on the residents as those driveways have already been cut and removed by Jacobs, and they have already told Talcon not to complete those driveways and sidewalk.

FINANCIAL IMPACT:

The agreement would reduce our financial obligations for the Springdale project by \$300,000 and cover a portion of the cost of the miscalculation.

RECOMMENDATION:

Motion to approve the settlement agreement with Jacobs, as amended, which requires the scope of work to be completed within ninety (90) days of the agreement execution.

ATTACHMENT(S):

1. Jacobs Settlement Agreement
2. Task Order - Jacobs Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the “Agreement”) is made effective the ____ day of November, 2024 (the “Effective Date”) by and among JACOBS ENGINEERING GROUP INC (“JACOBS”), and THE CITY OF MARY ESTHER, FLORIDA, (“CITY”), (JACOBS and CITY collectively the “Parties”).

WHEREAS, JACOBS was hired by CITY to perform certain professional engineering and consulting services for Phase I of the Water and Sewer Rehabilitation Project pursuant to Task Order 2020-01 (the “Project”);

WHEREAS, CITY has alleged that errors were made in the course of performing the services on the Project (“Errors”).

WHEREAS, the Parties desire to enter into this Agreement to resolve any issues with respect to the Errors in the spirit of compromise and goodwill and to avoid any potential litigation costs without admission of fault or wrongdoing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above Recitals are true and correct and incorporated herein.
2. JACOBS agrees to provide the CITY with a credit for engineering services not to exceed the sum of \$60,000.00 (SIXTY THOUSAND AND NO DOLLARS);
3. JACOBS agrees to perform, an additional \$240,000.00 (TWO HUNDRED FORTY THOUSAND AND NO DOLLARS) worth of services for CITY (“Repair Services”) within 180 days of the Effective Date of this Agreement pursuant to the terms and conditions of The Task Order Agreement for Engineer Services (Master Services Agreement) Between the City of Mary Esther, Florida And Jacobs Engineering Group Inc. dated June 24, 2020 (the

“Contract”); The parties have included the agreed upon task order for the Repair Services that is attached hereto. . . . To the extent certain licenses are required to perform the additional Repair Services, JACOBS shall ensure such Repair Services are performed by an appropriately licensed entity.

4. CITY General Release of JACOBS. For, and in consideration of, the aforementioned credits and/or payments, CITY does hereby remise, release, acquit, satisfy, and forever discharge JACOBS including, but not limited to, its insurers, directors, shareholders, officers, affiliates, subsidiaries, parents, successors, assigns, heirs, agents, attorneys, employees, as well as anyone connected to JACOBS in a corporate or individual capacity, of and from all, and all manner of, action and actions, cause and causes of action, known suits, debts, dues, sums of money, account, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which CITY ever had, now has, or could have or which any personal representative, successor, heir or assign of CITY, hereafter can, shall or may have, against JACOBS for, upon or by reason of any matter, cause or thing whatsoever, known and/or unknown, including, but not limited to, any and all claims and counterclaims, compulsory and/or permissive, known and/or unknown, which were or could have been brought as a result of the Errors.

5. No Admission of Liability. This Agreement is entered into as a gesture of good will and an expedient and cost-effective alternative to costly litigation. The Parties make no admission of liability, express or implied, by entering into this Agreement.

6. Time is of the essence for all time periods set forth herein.

7. Except as otherwise set forth above, the Parties each understand and agree that any attorneys’ fees and costs incurred in connection with this matter shall be their own

responsibility. Notwithstanding the foregoing, in the event any of the undersigned files any motion or pleading with a court seeking to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including legal fees and costs in the appellate courts.

8. All Parties signing this Agreement represent that they have proper authority to execute it and have not assigned any right or obligation hereunder.

9. The Parties each acknowledge that they have been advised to consult with an attorney prior to executing this Agreement. The Parties further acknowledge that they have been represented by counsel of their choosing throughout the settlement negotiations in this matter (or they have elected to proceed without counsel), that they have had a reasonable time to consider the Agreement, and have reviewed the terms of the Agreement with its counsel. Each Party further acknowledges that they have read this entire Agreement and understands it fully. The Parties agree that the language of this Agreement shall be construed according to its fair meaning and not strictly for or against either Party.

10. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by all Parties hereto which writing shall specifically reference the Agreement. This Agreement may be executed in counterparts and by telecopier, each of which, when executed and delivered, shall constitute an original but all counterparts shall together constitute one and the same instrument.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

12. Any waiver, express or implied, of any provision of this Agreement shall not be deemed a waiver of the entire agreement, or any other provision hereunder, or any future breach of the waived provision.

13. Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation, or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF I have hereunto set my hand and seal to this Settlement Agreement and Release this _____ day of _____ 2024.

JACOBS ENGINEERING GROUP INC.

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as _____ of Jacobs Engineering Group Inc., on behalf of the company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

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

CITY OF MARY ESTHER, FLORIDA

By: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of The City of Mary Esther, Florida, on behalf of the CITY. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

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

Task Order: 1 Springdale Agreement

Scope of Work is issued pursuant to the Settlement Agreement between the City of Mary Esther and Jacobs Engineering Group Inc.

Services for neighborhood revitalization are associated with the Mary Esther Drive Water and Sewer Rehabilitation Project.

Project Understanding

The City of Mary Esther developed a construction project to provide water and sewer system upgrades in the Mary Esther Drive neighborhood. This project included installation of curb, driveways, and sidewalks as part of the project. Jacobs will construct part of these improvements as in-kind work associated with the Agreement referenced above.

Scope of Services

Neighborhood Rehabilitation

As part of the rehabilitation project, Jacobs will provide installation of a portion of the driveways and sidewalks for the project. Jacobs will also conduct the manhole rehabilitation that was identified in the construction contract. This work will be based on the engineering design details provided for the Mary Esther Drive Water and Sewer Rehabilitation project. The table below shows the proposed quantities of work for this task order. These quantities may be adjusted based on field conditions and work completed by the construction contractor.

Description	Quantity	Unit	Unit Cost	Amount
Manhole Rehabilitation	5	Each	\$10,000	\$50,000
Driveway Repairs	24	Each	\$6,000	\$144,000
Sidewalk Construction	1315	Linear Feet	\$35	\$46,025
			TOTAL	\$240,025

Assumptions and Specific Conditions

The following assumptions have been included in the preparation of this Scope of Services. These assumptions are based on the project scope. Strict adherence to the assumptions described below is a specific condition to this scope of services.

Deviations from these assumptions will require additional effort not previously considered by Jacobs. Should deviations from these assumptions be required to deliver the services described in this Scope of Services, the scope of services and compensation shall be modified accordingly and approved by the Client in writing before any changes to this Scope of Services can be implemented or delivery of the original Scope of Services completed.

- The value for each line item is based on the value from the Mary Esther Drive Water and Sewer Rehabilitation Project construction contract.
- This work will be completed as in-kind services as noted in the Agreement.

- Jacobs will also provide an engineering fee credit as part of the in-kind services as referenced in the Agreement.

Authorization

City of Mary Esther	Jacobs Engineering Group Inc
By: Mayor Chris Stein	By:

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: November 4, 2024

SUBJECT: Contract for Rays Pond Rehabilitation with Chavers Construction, Inc

BACKGROUND:

Last month, the council awarded the bid for Rays Pond to Chavers Construction, Inc. The contract has now been prepared for approval and is attached along with the bid that was awarded in October.

DISCUSSION:

Please find an attached contract with Chavers Construction, Inc. This contract is for the work on Ray's Pond as well as the stormwater replacement on Pryor from Overstreet to North Street, including paving, sidewalks, curbs, and a culvert and catch basins to be replaced on Scottsdale leading into Rays Pond. The contract gives the contractor 270 days to be substantially complete.

FINANCIAL IMPACT:

This contract is for a total of \$598,868.05.

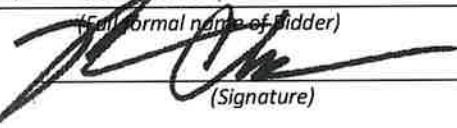
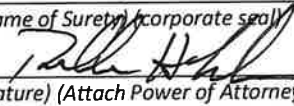
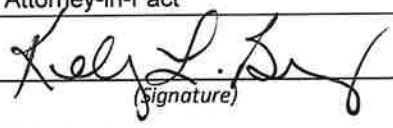
RECOMMENDATION:

Motion to approve the contract with Chavers Construction, Inc. for an amount not to exceed \$598,868.05 and authorize the Mayor to sign contract documents.

ATTACHMENT(S):

1. RFB 2024-08 Chavers Construction Inc. Bid
2. Contract Documents Rays Pond

BID BOND (PENAL SUM FORM)

Bidder Name: Chavers Construction, Inc. Address (principal place of business): 801 Virecent Road Cantonment, Florida 32533	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): PO Box 14498 Des Moines, IA 50306
Owner Name: City of Mary Esther Address (principal place of business): 195 N. Christobal Road Mary Esther, FL 32569	Bid Project (name and location): Ray's Pond Stormwater Improvements Bid Due Date: 9/25/2024
Bond Penal Sum: 6% of amount bid Date of Bond: 9/25/2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Chavers Construction, Inc. (Full formal name of Bidder)	Surety Merchants National Bonding, Inc. (Full formal name of Surety (Corporate Seal))
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Ryan Chavers (Printed or typed)	Name: Phillip H. Condra (Printed or typed)
Title: President	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Shannon L. Alden (Printed or typed)	Name: Kelly L. Berry (Printed or typed)
Title: Corp. Secretary	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

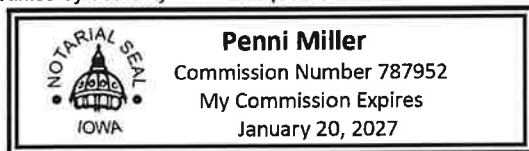
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of September, 2024.



Elisabeth Sandersfeld

Secretary

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to the City of Mary Esther at 195 N Christobal Road, Mary Esther Florida 32569.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data
 - G. Certificate of Bidder Regarding Equal Opportunity; and
 - H. Drug-Free Workplace Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
 - C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- 3.02 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

See Attached Bid Form Quantities Sheet

FDOT ITEM NO. DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT	NOTES
SECTION A: GENERAL PAY ITEMS						
101-1	MOBILIZATION	LS	1	25,000	\$ 25,000 -	
5-8	SUPERVISIONS	LS	1	5,000	\$ 5,000 -	
7-2.3	AS-BUILT SURVEY	LS	1	5,000	\$ 5,000 -	
6-1	TESTING	LS	1	14,500	\$ 14,500 -	
7-1	NPDES PERMIT	LS	1	1,500	\$ 1,500 -	
102-1	MAINTENANCE OF TRAFFIC	LS	1	12,500	\$ 12,500 -	
125-1	DEWATERING	LS	1	2,000	\$ 2,000 -	
SECTION A SUB-TOTAL - GENERAL PAY ITEMS (LESS MOBILIZATION)					\$ 40,500 -	
SECTION B: EROSION AND SEDIMENT CONTROL PAY ITEMS						
104-10-3	SEDIMENT BARRIER (SILT FENCE)	LF	1,020	10	\$ 10,200 -	
104-18	INLET PROTECTION SYSTEM	EA	10	500	\$ 5,000 -	
	ENERGY DISSIPATOR (RIP RAP)	TON	29	175	\$ 5,075 -	
N/A	FLEXAMAT EROSION CONTROL MAT	SY	15	200	\$ 3,000 -	
SECTION B SUB-TOTAL - EROSION AND SEDIMENT CONTROL PAY ITEMS					\$ 23,275 -	
SECTION C: DEMOLITION PAY ITEMS						
110-4-10	CONCRETE CURB (REMOVAL)	LF	619	5	\$ 3,095 -	
110-4-10	REMOVE EXISTING CONCRETE (FULL DEPTH)	SY	229	10	\$ 2,290 -	
110-1	REMOVE EXISTING ASPHALT (FULL DEPTH)	SY	105	9	\$ 945 -	
110-1-1	REMOVE EXISTING PIPE	EA	8	2,812	\$ 22,496 -	
110-1	TREE REMOVAL	EA	12	2,500	\$ 30,000 -	
110-4-10	WALL REMOVAL	LF	274	7	\$ 1,918 -	
110-1-1	REMOVE EXISTING INLET	EA	6	500	\$ 3,000 -	
0327-70-3	MILLING EXISTING PAVEMENT, 1.5"	SY	796	14	\$ 11,144 -	
0550-MISC 1	FENCE REMOVAL	LF	1,083	5	\$ 5,415 -	
SECTION C SUB-TOTAL - DEMOLITION PAY ITEMS					\$ 80,303 -	
SECTION D: EARTHWORK AND GRADING PAY ITEMS						
120-4	SUBSOIL EXCAVATION AND DISPOSAL (POND EXCAVATION USING CUT FACTOR OF 1.15)	CY	2,600	19	\$ 49,400 -	
N/A	FINISH GRADING	SY	2,800	4	\$ 11,200 -	
570-1-3	PERFORMANCE TURF - SOD (POND SIDE SLOPES)	SY	2,550	4	\$ 10,200 -	
SECTION D SUB-TOTAL - EARTHWORK AND GRADING PAY ITEMS					\$ 70,800 -	
SECTION E: ROADWAY PAY ITEMS						
520-1	CONCRETE CURB & GUTTER, TYPE MODIFIED F (PER PLANS)	LF	36	26	\$ 936 -	
520-001	CONCRETE CURB & GUTTER, ROLL BACK CURB	LF	557	26	\$ 14,482 -	
0334-1	SUPERPAVE ASPHALTIC CONCRETE, 1.5"	TN	9	300	\$ 2,700 -	
210-2	LIMEROCK BASE, 6"	CY	18	200	\$ 3,600 -	
0522-2	CONCRETE DRIVEWAY	SY	212	100	\$ 21,200 -	
0522-2	CONCRETE SIDEWALK	SY	335	90	\$ 30,150 -	
0334-1	ASPHALT OVERLAY, 1.5"	TN	67	278	\$ 18,626 -	
SECTION E SUB-TOTAL - ROADWAY PAY ITEMS					\$ 91,694 -	
SECTION F: DRAINAGE PAY ITEMS						
430-4	VIDEO INSPECTION OF ALL PIPE	LS	1	2,000	\$ 2,000 -	
425-2-91	MANHOLE, J-8, < 10'	EA	2	4,280	\$ 8,560 -	
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	6	5,820	\$ 34,920 -	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"/S/CD	LF	124	102	\$ 12,648 -	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"/S/CD	LF	408	120	\$ 48,960 -	
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"/S/CD	LF	272	160	\$ 43,520 -	
042-515-15	TYPE C DITCH BOTTOM INLET CONTROL STRUCTURE	EA	1	6,000	\$ 6,000 -	
N/A	24" ADS DRAIN BASIN	EA	1	5,400	\$ 5,400 -	
N/A	CORE INTO EXISTING CONTROL STRUCTURE	EA	1	3,000	\$ 3,000 -	
430-982-129	MITERED END SECTION, ROUND 24"	EA	2	2,850	\$ 5,700 -	
SECTION F SUB-TOTAL - DRAINAGE PAY ITEMS					\$ 170,708 -	
SECTION G: LANDSCAPING PAY ITEMS						
E573-1	HYDRO-SEEDING - APPLICATION OF SLURRY INCLUDING WOOD FIBER, SEED, FERTILIZER, TACKIFIER & DYE	LS	1	6,585	\$ 6,585 -	
550-10222	6" WOODEN PRIVACY FENCE	LF	172	45	\$ 7,740 -	
N/A	FINAL DRESS/CLEAN	SY	2,784	4	\$ 11,136 -	
550-10222	6" VINYL PRIVACY FENCE	LF	530	55	\$ 29,150 -	
550-10210	4" BLACK TRI-LATERAL METAL FENCE	LF	293	50	\$ 14,650 -	
SECTION G SUB-TOTAL - LANDSCAPING PAY ITEMS					\$ 69,261 -	
SUBTOTAL						
SUBTOTAL, LESS MOBILIZATION				\$	546,541.00	-
CONTINGENCY -5%				\$	27,327.05	-
Mobilization					25,000	-
GRAND TOTAL				\$	598,868.05	-

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.

NOTES:

1. BIDDER TO VERIFY ALL ESTIMATED QUANTITIES. OWNER IS NOT SUBJECT TO PENALTIES OR CHANGE ORDERS DERIVED FROM INACCURATELY ESTIMATED QUANTITIES.
2. PRIVATE OWNER PRIVACY FENCE TO BE REPLACED.

SEE NOTE 2

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9/23/2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Chavers Construction, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Name:

Ryan Chavers

(typed or printed)

Title:

President

(typed or printed)

Date:

9/25/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

Shannon L Nlden

(typed or printed)

Title:

Corp. Secretary

(typed or printed)

Date:

Sept. 25, 2024

(typed or printed)

Address for giving notices:

801 Virecent Rd.

Cantonment, FL 32533

Bidder's Contact:

Name:

Ryan Chavers

(typed or printed)

Title:

President

(typed or printed)

Phone:

850-754-0245

Email:

Ryan@Chaversinc.com

Address:

801 Virecent Rd.

Cantonment, FL 32533

Bidder's Contractor License No.: (if applicable) CUC 1225048

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Chavers Construction, Inc.		
Corporate Office			
Name:	Ryan Chavers	Phone number:	850-754-0245
Title:	President	Email address:	Ryan@Chaversinc.com
Business address of corporate office:	801 Virecent Rd.		
	Cantonment, FL 32533		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1999	State in which Business was formed:	FL
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Certified Utility Contractor		
Licensing Agency:	State of Florida		
License No:	CUC 1225048	Expiration Date:	August 31, 2026
Name of License:	Certified General Contractor		
Licensing Agency:	State of Florida		
License No:	CGC 1531333	Expiration Date:	August 31, 2026

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Ryan Chavers	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
N/A		

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Chavers Construction, Inc.	0.85			0.82			0.83		

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Synovus Bank		
Business address:	2190 West Nine Mile Road Pensacola, FL 32534		
Date of Business's most recent financial statement:	Dec 2023	☒ Attached	
Date of Business's most recent audited financial statement:	Dec. 2023	☒ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		N/A	
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		N/A	

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Bonds Southeast		
Surety is a corporation organized and existing under the laws of the state of:	Tennessee		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):	5550 Franklin Pike, Suite 202 Nashville, TN 37220		
Physical Address (principal place of business):			
Phone (main):	615-321-9700	Phone (claims):	615-321-9700

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Greenwich Ins. Company	Gen. Lia/Auto/WC	
Navigators Specialty Ins.	Occurance/Excess Liab/ Pollution	
Colony Specialty	Contractors Equipment	
Are providers licensed or authorized to issue policies in the Project location?		
☒ Yes ☐ No		
Does provider have an A.M. Best Rating of A-VII or better?		
☒ Yes ☐ No		
Mailing Address (principal place of business):	PO Box 240849 Montgomery, AL 36124-0849	
Physical Address (principal place of business):	1035-B South Brundidge St. Troy, AL 36081	
Phone (main):	205-263-5122	Phone (claims): 205-263-5122

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	150
Estimate of revenue for the current year:	25 Million
Estimate of revenue for the previous year:	25 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	25	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Chavers Construction, Inc. _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Ryan Chavers _____
(typed or printed)

Title: President _____
(typed or printed)

Date: 9/25/2024 _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: Shannon L Nolen _____
(typed or printed)

Title: Corp. Secretary _____
(typed or printed)

Address for giving notices:
801 Virecent Rd.
Cantonment, FL 32533

Designated Representative:

Name: Ryan Chavers _____
(typed or printed)

Title: President _____
(typed or printed)

Address: 801 Virecent Rd.
Cantonment, FL 32533

Phone: 850-754-0245 _____

Email: Ryan@Chaversinc.com _____

Schedule A—Current Projects

Name of Organization		Chavers Construction, Inc.					
Project Owner		Milton Hwy Property Investments, LLC		Project Name		Blackwater Reserve Phases 1 & 2	
General Description of Project		Construction of new residential subdivision including roadways, stormwater conveyances systems, and utilities.					
Project Cost		\$11,495,121		Date Project		8-24-2023	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Brett Moylan		Robert Chavers		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						Ryan Chavers	
		Name		Title/Position		Organization	
Owner		Cliff Mowe		Owner		Milton Hwy Property Investments, LLC	
Designer		Tom Hammon		President		Hammond Engineering	
Construction Manager						850-501-6877	
						850-478-4923	
						tom@selanddesign.com	
Project Owner		Santa Rosa County, Florida		Project Name		Ashley Plantation Drainage Improvements	
General Description of Project		Installation of storm conveyances systems with associated roadway and utility repair					
Project Cost		\$4,296,068		Date Project		5-24	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Robert Chavers		Tommy Gilmore		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						Brett Moylan	
		Name		Title/Position		Organization	
Owner		John Studstill		Asst. County Eng.		Santa Rosa County	
Designer		Michael Langston		Engineer of Record		Baskerville-Donovan	
Construction Manager						850-981-7100	
						850-438-9661	
						JohnS@santarosa.fl.gov	
						mlangston@baskervilledonovan.com	
Project Owner		Parkland Community Development District		Project Name		Parkland Place Phase 1	
General Description of Project		Construction of new residential subdivision including roadways, stormwater conveyances systems, and utilities.					
Project Cost		\$11,997,200.85		Date Project		2-24	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Brett Moylan		Tommy Gilmore		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						Robert Chavers	
		Name		Title/Position		Organization	
Owner		Michael Broker		Director of Land Acquisition		Garden Street Communities	
Designer		David Fitzpatrick		Engineer of Record		David Fitzpatrick Engineering	
Construction Manager						850-916-0625	
						850-476-8677	
						mbroker@gardenstreetcommunities.com	
						David@Fitzeng.com	

Schedule B—Previous Experience with Similar Projects

Name of Organization		Chavers Construction, Inc.		Project Name		Moreno Street Stormwater Pond and Sidewalks	
Project Owner		Escambia County					
General Description of Project		Construction of stormwater pond with associated drainage and roadway restoration					
Project Cost		\$712,801.13		Date Project		Completed May 2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Brett Moylan		Chhon IV		Quality Control Manager	
						Ryan Chavers	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		Dmitrii Strokhin		Project Manager		Escambia County	
Designer		Dale Long		Engineer of Record		Municipal Engineering Services	
Construction Manager						850-595-3419	
						dstrokhin@myescambia.com	
						dlong@mesi-fl.com	
Project Owner		Garden Street Communities		Project Name		Pecan Valley Subdivision	
General Description of Project		Construction of new residential subdivision including roadways, stormwater conveyances systems, and utilities.					
Project Cost		\$3,788,793.50		Date Project		Completed May 2023	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Brett Moylan		Robert Chavers		Quality Control Manager	
						Tommy Gilmore	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		Gary Holt		Project Manager		Garden Street Communities	
Designer		David Fitzpatrick		Engineer of Record		David Fitzpatrick Engineering	
Construction Manager						850-607-4539	
						850-476-8677	
						gholt@gardenstreetcommunities.com	
						David@Fitzeng.com	
Project Owner		Ronny's Carwash Express, LLC		Project Name		Ronny's Carwash - Tampico	
General Description of Project		Construction of a car wash parking lot including ponds, drainage, utilities, and paving					
Project Cost		\$739,896		Date Project		Completed May 2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Robert Chavers		Tommy Gilmore		Quality Control Manager	
						Brett Moylan	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		DJ Whitbey		Manager		Ronny's Car Wash	
Designer		Greg Campbell		Engineer of Record		Environmental Engineering Service	
Construction Manager						850-450-5733	
						8540-982-8606	
						dj_whitbey@yahoo.com	
						chichi1@cox.net	

Schedule C—Key Individuals

Project Manager			
Name of individual		Brett Moylan	
Years of experience as project manager		25+	
Years of experience with this organization		7	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		20+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Parkland Place Phase 1		10%	June 2025
Blackwater Reserve Phase 1 & 2		5%	June 2025
Blue Angel Station		5%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Fitzpatrick	Name	Don Christian
Title/Position	Engineer	Title/Position	Program Manager - Traffic
Organization	David Fitzpatrick Engineering	Organization	Escambia County
Telephone	850-476-8677	Telephone	850-595-3436
Email	David@Fitzeng.com	Email	dachrist@myescambia.com
Project	Hidden Pines Subdivision	Project	Various County Projects
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Tommy Gilmore	
Years of experience as project superintendent		5+	
Years of experience with this organization		20+	
Number of similar projects as project superintendent		25+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Blue Angel Station		5%	December 2024
Grove at Berryhill		5%	March 2025
T3921 - FDOT Project		10%	November 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	TJ Williams	Name	DJ Whitbey
Title/Position	Project Manager	Title/Position	Manager
Organization	Escambia County	Organization	Ronny's Car Wash
Telephone	850-554-1967	Telephone	
Email	tjwilliams@myescambia.com	Email	dj_whitbey@yahoo.com
Project	Various County Projects	Project	Various Ronny's Car Wash's
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Robert Chavers	
Years of experience as project manager		2+	
Years of experience with this organization		20+	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Soundview Villas Phase 1&2		15%	January 2025
Ashley Plantation Drainage Improvements		15%	May 2025
Pensacola Airport Hangar - Loading Dock Repair		5%	November 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	John Studstill	Name	Brad Hinote
Title/Position	Asst. County Eng.	Title/Position	City Engineer
Organization	Santa Rosa County	Organization	City of Pensacola
Telephone	850-981-7100	Telephone	850-435-1646
Email	JohnS@santarosa.fl.gov	Email	bradhinote@cityofpensacola.com
Project	Ashley Plantation Drainage Improvements	Project	Pensacola Airport Hangar - Loading Dock Repair
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Quality Control Manager			
Name of individual		Ryan Chavers	
Years of experience as project superintendent		25+	
Years of experience with this organization		25+	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Blackwater Reserve Phase 1 & 2		5%	June 2025
Parkland Place Phase 1		5%	June 2025
Ashley Plantation Drainage Improvements		5%	May 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Lance Youngblood	Name	Joe Yohn
Title/Position	Project Manager	Title/Position	Director of Operation
Organization	JM Phelps Construction	Organization	aDoor Properties
Telephone	850-818-0210	Telephone	850-378-6121
Email	Lance@jmphelpsconstruction.com	Email	Joe.Yohn@adoorproperties.com
Project	Various CEFCO projects	Project	Soundview Villas Phase 1&2
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Ray's Pond Stormwater Improvements

List of Subcontractors

A-1 Hurricane Fence – All required fencing on this project.

List of Suppliers

Rinker Materials – RCP and Precast Structures

Ferguson Waterworks – ADS pipe materials



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



CHIVERS, RYANK

CHIVERS CONSTRUCTION INC.

801 VIRECENT RD

VIRECENT RD

VIRECENT RD

CANTONMENT FL 32533

LICENSE NUMBER: CUC1225048

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that CHAVERS CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on June 25, 1999.

The document number of this corporation is P99000058682.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 31, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of January,
2022*



Randy R. Lee
Secretary of State

Tracking Number: 9340180710CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Drug-free workplace form

The undersigned firm, in accordance with Florida Statute 287.087, hereby certifies that
Chavers Construction, Inc.

does:

(Name of Business)

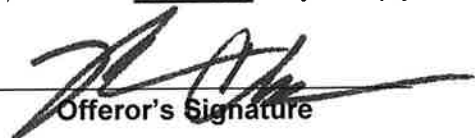
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Paragraph One (1).
4. In the statement specified in Paragraph One (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 pleas 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 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 Paragraphs One (1) through Five (5).

Check One:

X

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

As the person authorized to sign this statement, this firm does not fully comply with the above requirements.


Offeror's Signature

9/20/2024

Date

Ryan Chavers - President

Summary

Ryan has 25 years of experience in site construction and 20 years managing a construction company. He is Able to accomplish all parts of contractual obligations from procurement, project management, job construction, billing, collections and etc. Ryan is able to manage skilled operations including road, utility, parking lot, and bridge building. Well versed in the specifics of a company's process and able to oversee equipment mechanics, Concrete finishers, equipment operators, foreman, estimators, office managers, and any other task prevalent in day to day construction oriented business operations.

Skills

Estimator
Contract Negotiator
Machinery Operator
Controller
Human Resources
Company Representative
Basic accounting
Proficient with computers
Scheduling
Mechanically inclined
Layout of civil projects
Personnel manager

Experience

Laborer / Operator	R & L Products,	Jan 1996	to Jan 2001
CEO Chavers Construction		Jan 2001	to Present

Education

High School Diploma	
Flomaton Haigh School Flomaton AL	1998
Pre-Engineering Core Classes	
Jefferson Davis Community Collage	2000

Certifications & Licenses

Florida Certified Building Construction
Florida Certified Utility Contractor
Florida Class 5 Fire Utility license
Alabama Paving, Utility, and Concrete Contractor License
Alabama Electrical Contractor License
Louisiana Paving and Concrete Subcontractor License
CDL Class A with tanker/Triple endorsements
Private Pilot
Open Water Diver
Equipment operator Certifications

Accomplishments

Graduated High school and pre-engineering at Jefferson Davis Community College.

Started Chavers Construction Incorporated and has successfully completed thousands of projects ranging from 0 to 3 million dollars in value. The total gross sales for Chavers Construction from 2001 to present (1/1/21) would be over 100 million dollars starting out in the early years as less than 300 thousand per year and growing steadily over time. Ryan has a good feel for both strengths and weaknesses in himself and others placing individuals to complement their attributes. Has the diligence and perseverance to push through problems to the end of the objective or project.

Contact Information

Ryan Chavers
801 Virecent rd.
Cantonment FL 32533

Ph# 850 474 1966
Cell# 850 384 4090
Ryan@Chaversinc.com

Brett Moylan

5600 Highland Lake Drive Milton Florida 32583 | 850-287-9589 | brett@chaversinc.com

To provide the highest level of service in the construction industry while offering superior craftsmanship to every project, we handle. To continually innovate, develop and adopt state-of-the-art technology in methods and materials to enhance productivity and cost effectiveness. I have numerous experiences in the Hurricane clean up Management for various counties in the state of Florida also.

- Chief Operating Officer
- Project Manager
- Superintendent (Pipe, Dirt, Asphalt)
- Lead Estimator
- Site Work ranging from 100k – 15m.

SKILLS

-
- Estimator
- Contract Negotiator
- Machinery Operator
- Controller
- Human Resources
- Company Representative
- Basic Accounting
- Proficient with computers

- Scheduling
- Mechanically inclined
- Layout of civil projects
- Personnel Manager
- Hurricane Debris Management
- I have successfully completed Hurricane debris Management cleanup in Escambia County !995,1996. Hernando County 2004, also Escambia County in 2004 with Ivan
- **Certificates and Licenses**
-
- Florida Certified General Contractor
- Florida Certified Underground Utility Contractor
- Florida NPDES Stormwater Inspector
-

CHIVERS CONSTRUCTION / PROJECT MANAGER / 2017 - CURRENT

ROADS INC. / CHIEF OPPEATING OFFICER / 2009 - 2017

ROADS INC. / PROJECT MANAGER / 2004 – 2009

FLORIDA GRADING AND PAVING / PROJECT MANAGER / 1994 - 2004

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Robert Chavers, Project Manager, Chavers Construction

Summary:

Dedicated and results-driven Project Manager with [20] years of experience in the construction industry. Proven track record of successfully delivering complex projects on time and within budget. Adept at leading cross-functional teams, managing project lifecycles, and ensuring client satisfaction. Seeking to leverage my expertise in construction management to drive excellence at Chavers Construction.

Skills:

- Project planning and scheduling
- Budgeting and cost control
- Team leadership and collaboration
- Risk management
- Client relationship management
- Construction safety and compliance
- Construction software
- Microsoft Office Suite

Professional Experience:

Project Manager

Chavers Construction

- Lead and oversee all aspects of construction projects, from conception to completion, ensuring adherence to quality, safety, and budgetary constraints.
- Successfully managed multiple projects, consistently meeting or exceeding project goals.
- Collaborate with architects, engineers, subcontractors, and clients to develop project scopes, schedules, and budgets.
- Establish and maintain strong relationships with clients, ensuring clear communication, and addressing concerns promptly to achieve high levels of client satisfaction.
- Implement effective project management tools and techniques, including Gantt charts, critical path analysis, and risk assessment, to ensure project success.
- Manage project resources, including labor, materials, and equipment, to optimize efficiency and cost-effectiveness.
- Conduct regular site inspections to monitor progress, ensure quality control, and identify and mitigate potential issues.
- Prepare comprehensive project reports, including financial summaries, progress updates, and risk assessments, for senior management. Proactively identify and address project risks, changes, and issues to minimize disruptions and delays.

- Ensure compliance with all relevant building codes, regulations, and safety standards.
- Mentor and train junior project managers and team members to enhance their skills and capabilities.

Education:

- High School Diploma

Certifications:

- U.S. Army Corps of Engineers Construction Quality Control Management Certification
- OSHA 30
- OSHA Confined Space Supervisor
- Storage Tank Management
- Stormwater Management
- Wastewater Awareness
- Solid Waste Management
- Recycling Awareness
- Petroleum, oils, & Lubricants Management
- Overview of Environmental Compliance
- Natural & Cultural Resources Awareness
- Noise, Odor, Light, & Dust Control
- HAZMAT Awareness
- Building Construction, Demolition and Renovation Awareness
- Drinking Water Awareness
- Air Quality Awareness
- Asbestos Awareness
- Waste Management Guidelines
- Spill Response
- Wetlands Awareness
- Environmental Management System
- Hazardous Waste Management

Contact Information:

Robert Chavers
801 Virecent Road
Cantonment, FL 32533

Office Phone – 850-754-0245
Cell Phone – 850-208-1256

Tommy Gilmore, Superintendent, Chavers Construction

Summary:

Seasoned professional responsible for overseeing and managing all aspects of construction projects. Pivotal in ensuring the successful execution of projects, from inception to completion. Key responsibilities include coordinating with the contract decision makers, managing subcontractors and laborers, adhering to project timelines and budgets, and maintaining a strong focus on safety and quality. With their extensive knowledge of construction processes, regulations, and industry best practices, play a crucial role in delivering high-quality commercial structures on time and within budget.

Skills:

Construction Management

Project Scheduling

Safety Compliance

Team Leadership

Quality Control

Problem Solving

Subcontractor Management

Blueprint Reading

Communication Skills

Professional Experience:

Superintendent

Chavers Construction

September 2006- Present

- Managed and supervised all aspects of commercial construction projects, ensuring adherence to project plans, schedules, and budgets.
- Led and motivated on-site teams, including foremen, tradesmen, and subcontractors, to achieve project goals and milestones.
- Implemented and maintained strict safety protocols, resulting in zero lost-time incidents during my tenure.
- Conducted regular site inspections to ensure quality control and compliance with project specifications.

- Collaborated with Project Managers to plan and schedule work activities, including procurement and resource allocation.
- Coordinated with clients, architects, engineers, and subcontractors to resolve issues, address changes, and ensure clear communication.
- Managed subcontractor performance, including bidding, selection, and contract administration.
- Prepared and maintained comprehensive project documentation, including daily reports, progress photos, and as-built drawings.
- Proactively identified and addressed project risks and challenges to mitigate delays and cost overruns.
- Delivered projects that consistently met or exceeded quality standards, resulting in high client satisfaction and successful project outcomes.
- Collaborated with on-site teams to ensure project activities were completed according to schedule and within budget.
- Conducted safety briefings and promoted a safety-first culture among all project team members.
- Assisted in the coordination of subcontractor activities, including scheduling and performance management.
- Conducted regular site inspections to monitor work quality and adherence to plans and specifications.
- Coordinated with the Superintendent to address project issues and changes as they arose.
- Contributed to maintaining a clean and organized job site, ensuring efficient project operations.

Contact Information:

Tommy Gilmore
 Chavers Construction
 801 Virecent Road
 Cantonment, FL 32533

Office - 850-754-0245
 Cell – 529-3675

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Mary Esther ("Owner") and Chavers Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Demolition and removal of existing curb inlets, demolition of existing wooden fence, in place abandonment of stormwater piping, open cut and repair of asphalt roadway and concrete driveway, removal and replacement of stormwater piping, new stormwater piping, new control structure, proposed connections to an existing control structure, earthwork relating to pipe installation and reshaping of ray's pond, and best management practices for erosion control.

ARTICLE 2—ENGINEER

2.01 The Owner has retained Kimley-Horn ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

2.02 The part of the Project that pertains to the Work has been designed by Kimley-Horn.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Days*

- A. The Work will be substantially complete within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

3.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4—CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

3. General Conditions.
4. Supplementary Conditions.
5. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: MARY ESTHER – RAYS POND
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on November 18, 2024 (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may 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 Paragraph 3.1 will 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. 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 Paragraph 3.1 does 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 Paragraph 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 Owners 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 Paragraph 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:

- 5.4.1 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
 - 5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 Paragraph 5; and
 - 7.3. 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 Paragraph 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will 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 must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must 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 will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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 for the Contractor for 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Mailing address <i>(principal place of business)</i> :	Contract Description <i>(name and location)</i> : Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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 will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 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 Paragraph 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 will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. 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
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).
6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 7.2 will 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 Paragraph 7.1 or 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 will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will 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 will 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 satisfying 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 will 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 Paragraph 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests 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:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. 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;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. 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 is to include without limitation in the terms of "labor, materials, or equipment" that part of the 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Delete Paragraph 4.01.C in its entirety.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$ 500,000
Bodily injury by disease—aggregate	\$ 1,000,000
Employer's Liability	
Each accident	\$ 1,000,000
Each employee	\$ 1,000,000

Workers' Compensation and Related Policies	Policy limits of not less than:
Policy limit	\$ 1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
Property Damage	
Each Accident	\$ 1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$

- K. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 5,000,000

- L. *Contractor's Professional Liability Insurance*: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 5,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays*: The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles*: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$5000 for direct physical loss in any one occurrence.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be up to 10 working hours between 7:00 a.m. and 6:00 p.m.

Exhibit C—Geotechnical Baseline Report Supplement to the Supplementary Conditions.

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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2. Owner's legal holidays are in accordance with federal holidays.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as hours performing work outside of regular working hours.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested supplementary conditions in this article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested supplementary conditions in this article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Exhibit C—Geotechnical Baseline Report Supplement to the Supplementary Conditions.

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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- c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
- 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests: Review Applications for Payment with Contractor.*
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No suggested supplementary conditions in this article.

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: November 4, 2024

SUBJECT: RFB 2024-08, Water Storage Tank Maintenance Program

BACKGROUND:

The current maintenance contract for our elevated tanks expired in September 2024. That contract was with US Tank and did not include our ground storage tanks. We requested proposals for both elevated and ground storage tanks and received three proposals. Jacobs Engineering reviewed the bids for completeness and found US Tank to be the most complete bid. A review committee met to score each bid and also found that US Tank to be the best choice for the City of Mary Esther and received the highest score. Please see the attached engineer's review, RFP for each company, and scoring sheet summary.

DISCUSSION:

The scores were tallied by the City Clerk with a weighted percentage applied as advertised in the RFP. US Tank scored 95 out of 100 possible points. The second-highest score was Southern Corrosion, with a score of 85 points, and Razor Back, who scored 73 points. The US Tank proposal was the lowest proposal, with a 3% increase each year starting in year 1 at \$78,100, with a total of \$895,326 over the 10-year contract. The Razorback LLC was the highest bid for a 10-year total of \$1,104,000 over ten years. Southern Corrosion's bid came in at \$967,000 over a 10-year period. Once the proposal is awarded, staff will negotiate an agreement to bring it back to the council for approval.

FINANCIAL IMPACT:

The FY 2025 Budget includes \$70,000 for elevated and ground storage tank maintenance. The lowest proposal is \$78,100 for the first year, with a total financial impact of \$895,326 over the ten (10) year contract period. There is an option to extend the contract for another 10 years with an increase of 3% per year.

RECOMMENDATION:

Motion to award RFB 2024-08 to US Tank, direct staff to negotiate an agreement, and return for City Council review and consideration.

ATTACHMENT(S):

1. RFP 2024-08 US Tank Inc
2. RFP 2024-08 - Razorback LLC

3. RFP 2024-08 Southern Corrosion
4. Water Tank Maintenance RFP Submittal Review
5. RFP 2024-08 Scoring Sheet

PROPOSAL TO:



**The City of
Mary Esther, Florida**

FOR

RFP 2024-08 WATER STORAGE TANK MAINTENANCE PROGRAM

PRESENTED BY:

U.S. TANK, INC.

POST OFFICE BOX 754
CHIPLEY, FLORIDA 32428
OFFICE (850) 415-6239
EMAIL: jim@ustankinc.com





U.S. Tank, Inc.

Post Office Box 754
Chipley, Florida 32428
Office: (850) 415-6239
(850) 260-2253 or (850) 624-8878
jim@ustankinc.com
scott@ustankinc.com

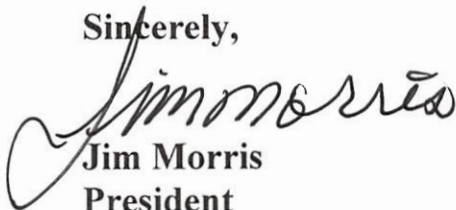
**RE: City of Mary Esther, FL
RFP 2024-08
Water Storage Tank Maintenance Program**

To Whom It May Concern:

As a firm, whose sole business is in water tank maintenance and renovations, U. S. Tank, Inc. offers all services that your water storage tanks could ever need. By using our service, the City of Mary Esther would be assured the tanks under our program would provide clean drinking water to its customers as well as meeting or exceeding all state and federal regulations for potable water storage tanks. U. S. Tank, Inc has vast experience in all areas of water tank maintenance to include but not limited to annual visual inspections, interior washout inspections, any repairs that may arise. Under most circumstances, we can provide emergency services either same day or next day since our office is located only 85 miles away.

With this agreement, we will be taking the accountability for the management and maintenance of one of the largest assets of your water distribution system. At U. S. Tank, Inc., we take pride in the relationships that we are able to create through honesty and mutual respect. As the firm that has maintained your water storage tanks for the last eight years, we would like to continue the relationship that we have built. As water consumers yourself, you can be assured that your drinking water storage tanks will be held to the highest standards.

Sincerely,


Jim Morris
President

PROPOSAL TO THE



The City of Mary Esther, Florida

FOR

WATER STORAGE TANK MAINTENANCE PROGRAM

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BACKGROUND & BUSINESS CREDENTIALS

**U. S. Tank, Inc. has one physical location:
1255 Johnson Ave Chipley, FL 32428.**

**Mailing Address:
P. O. Box 754 Chipley, FL 32428
Office 850-415-6239
Jim Morris 850-260-2253 jim@ustankinc.com
Scott Wyatt 850-624-8878 scott@ustankinc.com.**

Our State of Florida license and registration certificates follow this statement.

State of Florida

Department of State

I certify from the records of this office that U.S. TANK, INC. is a corporation organized under the laws of the State of Florida, filed on January 19, 2007, effective January 17, 2007.

The document number of this corporation is P07000008649.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2024*




Secretary of State

Tracking Number: 9652604331CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PUMPHREY, BRYAN ALLAN

U.S. TANK, INC.
1255 JOHNSON AVE
CHIPLEY FL 32428

LICENSE NUMBER: CBC1267629

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 09/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Executive Summary & Overview of the RFP Requirements

U. S. Tank, Inc. understands and agrees to all terms and conditions of the above referenced Request for Proposal and certifies that all information contained in this RFP is true and correct.

U. S. Tank, Inc. will work with the City of Mary Esther to execute all services and more that are outlined in the RFP. In addition, all rules and regulations of the State of Florida will be adhered to strictly. All permits, approvals, etc., required by the State of Florida will be the responsibility of our firm.

U. S. Tank, Inc. is the most qualified firm for this project. Our outstanding reputation in the water tank maintenance industry speaks for itself. We are also geographically the closest water tank maintenance firm that has the qualifications to submit a proposal, which gives the City of Mary Esther a chance to have the highest customer service possible. We have also maintained the City's elevated water tanks for the last eight years and are familiar with all aspects pertaining to each one. We have personal knowledge and an in-depth understanding of your tanks that no other firm pursuing this contract could possibly have.

Following this summary is the current condition and necessities, renovations & maintenance schedule.

Current Condition and Necessities of the Water Storage Tanks with Renovation & Maintenance Schedule

40,000-gallon Ground Storage Tank – 140 Christobal Rd (Tank # 1)

- **The interior is in poor condition at this time.**
- **The exterior will need to be renovated within the next few years.**
- **The Roof Vent needs replacing with a non-corrosive aluminum vent with the appropriate size screen.**
- **The Roof Hatch needs replacing.**
- **The Interior Ladder needs replacing.**

Under our program the tank interior renovation and all listed repairs will be completed in the first year of the contract.

Year 1	Interior Renovation, Visual Inspection w/Report
Year 2	Visual Inspection w/Report
Year 3	Exterior Renovation, Interior Washout & Inspection w/Report
Year 4	Visual Inspection w/Report
Year 5	Interior Washout & Inspection w/Report
Year 6	Visual Inspection w/Report
Year 7	Interior Washout & Inspection w/Report
Year 8	Exterior Pressure Wash, Touch Ups & Visual Inspection w/Report
Year 9	Interior Washout & Inspection w/Report
Year 10	Visual Inspection w/Report

40,000-gallon Ground Storage Tank – 140 Christobal Rd (Tank # 2)

- **The interior is in poor condition at this time.**
- **The exterior will need to be renovated within the next few years.**
- **The interior ladder needs to be replaced.**
- **The overflow pipe needs a flap and screen assembly added at the discharge point.**

Under our program the tank interior renovation and all listed repairs will be completed in the first year of the contract.

Year 1	Interior Renovation, Visual Inspection w/Report
Year 2	Visual Inspection w/Report
Year 3	Exterior Renovation, Interior Washout & Inspection w/Report
Year 4	Visual Inspection w/Report
Year 5	Interior Washout & Inspection w/Report
Year 6	Visual Inspection w/Report
Year 7	Interior Washout & Inspection w/Report
Year 8	Exterior Pressure Wash, Touch Ups & Visual Inspection w/Report
Year 9	Interior Washout & Inspection w/Report
Year 10	Visual Inspection w/Report

40,000-gallon Ground Storage Tank – 140 Christobal Rd (Tank # 3)

- **The interior is in poor condition at this time.**
- **The exterior will need to be renovated within the next few years.**
- **The Roof Vent needs replacing with a non-corrosive aluminum vent with the appropriate size screen.**
- **The Water Level Indicator is broken and in need of repair.**

Under our program the tank interior renovation and all listed repairs will be completed in the first year of the contract.

Year 1	Interior Renovation, Visual Inspection w/Report
Year 2	Visual Inspection w/Report
Year 3	Exterior Renovation, Interior Washout & Inspection w/Report
Year 4	Visual Inspection w/Report
Year 5	Interior Washout & Inspection w/Report
Year 6	Visual Inspection w/Report
Year 7	Interior Washout & Inspection w/Report
Year 8	Exterior Pressure Wash, Touch Ups & Visual Inspection w/Report
Year 9	Interior Washout & Inspection w/Report
Year 10	Visual Inspection w/Report

100,000-gallon Elevated Storage Tank – 140 Christobal Rd (Christobal Tank)

- **The interior was renovated in 2024 by our company, under the existing Maintenance Program, and is in excellent condition at this time.**
- **The exterior was renovated in 2019 by our company, under your existing Maintenance Program, also some repairs and touchups done in 2023. The tank is in good condition at this time.**
- **No repairs are needed at this time.**

Year 1 Visual Inspection w/Report
Year 2 Interior Washout & Inspection w/Report
Year 3 Exterior Renovation & Visual Inspection w/Report
Year 4 Interior Washout & Inspection w/Report
Year 5 Visual Inspection w/Report
Year 6 Interior Washout & Inspection w/Report
Year 7 Exterior Pressure Wash, Touch Ups & Visual Inspection w/Report
Year 8 Interior Washout & Inspection w/Report
Year 9 Visual Inspection w/Report
Year 10 Interior Washout & Inspection w/Report

40,000-gallon Ground Storage Tank – 27 Mary Esther Dr (Mary Esther Dr Tank)

- **The interior is currently undergoing a renovation that our company recently bid for and won from the City of Mary Esther.**
- **The exterior was renovated by our company in the past and is in good condition now but will receive a renovation in the fourth year of this proposed Maintenance Program.**

Year 1 Visual Inspection w/Report
Year 2 Interior Washout & Inspection w/Report
Year 3 Visual Inspection w/Report
Year 4 Exterior Renovation, Visual Inspection w/Report
Year 5 Visual Inspection w/Report
Year 6 Interior Washout & Inspection w/Report
Year 7 Visual Inspection w/Report
Year 8 Exterior Pressure Wash, Touch Ups, Interior Washout & Inspection w/Report
Year 9 Visual Inspection w/Report
Year 10 Interior Washout & Inspection w/Report

250,000-gallon Elevated Storage Tank – 27 Mary Esther Dr
Mary Esther Drive Tank

- **The interior is currently under renovation, or about to be, depending on the timeline, by our company under the existing Maintenance Program.**
- **The exterior was renovated by our company in 2020 and will be renovated again in the fourth year of this proposed Maintenance Program.**
- **No repairs will be needed when this proposed Maintenance Program goes into effect.**

Year 1	Visual Inspection w/Report
Year 2	Interior Washout & Inspection w/Report
Year 3	Visual Inspection w/Report
Year 4	Exterior Renovation, Visual Inspection w/Report
Year 5	Visual Inspection w/Report
Year 6	Interior Washout & Inspection w/Report
Year 7	Visual Inspection w/Report
Year 8	Exterior Pressure Wash, Touch Ups, Interior Washout
Year 9	Visual Inspection w/Report
Year 10	Interior Washout & Inspection w/Report

250,000-gallon Elevated Storage Tank – Town Lane **Town Lane Tank**

- **The interior is in good condition at this time. It was renovated in 2018 by our company under the existing Maintenance Program.**
- **The exterior is in good condition at this time. It was renovated and repairs made in 2023 under the existing Maintenance Program.**

250,000 Elevated - Town Lane Tank

Year 1	Interior Washout & Inspection w/Report
Year 2	Visual Inspection w/Report
Year 3	Exterior Pressure Wash, Touch Ups, Interior Washout & Inspection w/Re
Year 4	Visual Inspection w/Report
Year 5	Interior Renovation, Visual Inspection w/Report
Year 6	Visual Inspection w/Report
Year 7	Exterior Renovation, Interior Washout & Inspection w/Report
Year 8	Visual Inspection w/Report
Year 9	Interior Washout & Inspection w/Report

Note: All of the tanks under the existing Maintenance Program with our company are not in need of any additional repair, only the tanks that were not included in our program originally require repair or renovation at the present time.

Company Expertise

U. S. Tank, Inc. has been in business for the last seventeen years and has an impeccable reputation for quality and service. Our firm is co-owned by it's founder Mr. Jim Morris, President and Mr. Scott Wyatt who joined the company in 2021 to become the Vice President. Mr. Morris and Mr. Wyatt have had a working relationship that stretches back nearly thirty years. Between these two gentlemen, they have a total of 75 years experience in the water tank maintenance industry.

U. S. Tank, Inc. has renovated hundreds of water storage tanks during its seventeen years in business and carries 203 water storage tanks under its maintenance program. During this time, we have never had any investigative, disciplinary or enforcement actions taken against the firm. That is a testament of how we operate with honesty and integrity above all else.

Specific Accomplishments

U. S. Tank, Inc. has seventy different municipal and water board customers with over two hundred individual tanks within a two hundred mile radius of our one business location in Chipley Florida.

The majority of our customers that carry a maintenance program provided by our firm have the choice to renew the contract on an annual basis and they all choose to do so. We feel that alone says how well our customer service and quality of work is.

Specifically, we are now completing our second four-year contract with the City of Mary Esther without any negative issues arising. The reason for this new RFP is that the first four-year contract had a clause for only one renewal.

The City of Mary Esther maintenance contract, as well as the other contracts listed below all included the same services such as, but not limited to, the ones required in this RFP. They all included annual visual inspections with a report, washout inspections with a report signed by a licensed Florida Engineer and full renovation of both the interior and exterior.

- **City of Ft. Walton Beach, FL**
 - **Ten Year Maintenance Contract from 2014-2023**
- **Smiths Water & Sewer Authority, AL**
 - **Ten Year Maintenance Contract from 2015-2024**
 - **Recently rebid for 2025-2034 in which U. S. Tank, Inc. won the bid.**
- **Auburn Water System, Inc.**
 - **Six individual water tank maintenance agreements that have been renewed annually since 2008**
- **Bakerhill Water Authority, AL**
 - **Six individual water tank maintenance agreements that have been renewed annually since 2011**
- **City of Milton, FL**
 - **Six individual water tank maintenance agreements that have been renewed annually since 2009**
- **City of Chipley, FL**
 - **One individual water tank maintenance agreement beginning in 2010 until present with a second maintenance agreement beginning in 2020 after a new water storage tank was added to the system**



U.S. Tank, Inc.

**Post Office Box 754
Chipley, Florida 32428
Office: (850) 415-6239
Fax: (850) 415-6344
(850) 260-2253 or (850) 596-5769**

Current Full Service Maintenance Customers

Florida

1. **Town of Alford**
George Gay – 850-579-4684 mayor@alfordfl.com cc: clerk@alfordfl.com
P. O. Box 128
Alford, FL 32420

A 150,000 gallon water storage tank has been on our Maintenance Program since 2011. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

2. **Town of Altha**
Jimmy Baggett – 850-899-5352 clerk@townofaltha.com
P O Box 6
Altha, FL 32421

A 60,000 gallon water storage tank has been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

3. **Auburn Water Systems**
Richard Laux – 850-612-4613 rlaux@auburnwatersystem.com
3097 Locke Lane
Crestview, FL 32536

A total of 6 water storage tanks ranging in size from 200,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2007. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

4. **Bagdad/Garcon Point Water System**
Lorraine McCoy – 850-623-8508 bgpws643@bellsouth.net
6368 Da Lisa Rd
Milton, FL 32583

A total of 4 water storage tanks ranging in size from 100,000 gallons to 300,000 gallons, have been on our Maintenance Program since 2009. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

5. **Berrydale Water System, Inc.**
Tracy Campbell – 850-675-6086 traci@berrydalewater.org
12400 Highway 87 North
Berrydale, FL 32570

A 75,000 gallon water storage tank has been on our Maintenance Program since 2009. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

6. **City of Bonifay**
Ricky Callahan – 850-547-2701 rickey.callahan@cityofbonifay.com
Matt Perry – 334-790-5970
301 N Ethridge Street
Bonifay, FL 32425

A total of 3 water storage tanks ranging in size from 150,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2009. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

7. **Town of Campbellton**
David Castleberry – 850-209-0785 dcastleberry527@gmail.com
Helen Rhynes 850-263-4535
P. O. Box 38
Campbellton, FL 32426

A 150,000 gallon water storage tank has been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

8. **City of Century**
Louis Gomez, Mayor – 850-256-3208
mwalker@centuryflorida.us
P. O. Drawer 790
Century, FL 32535

A total of 3 water storage tanks ranging in size from 100,000 gallons to 300,000 gallons, have been on our Maintenance Program since 2011. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

9. **City of Chipley**
Patrice Tanner - 850-638-6350 ptanner@cityofchipley.com
P. O. Box 1007
Chipley, FL 32428

A total of 2 water storage tanks, 300,000 G.E.T. and 400,000 G.E.T. have been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

10. **Cottage Hill Water Works**
Mike Wilcox – 850-791-7122
Lynn Mitchell executive@chwwinc.com
P. O. Box 581
Cantonment, FL 32533

A total of 2 water storage tanks ranging in size from 40,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2013. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

11. **City of Cottondale**
Sherri McBride – 850-352-4361
Floyd Scott – 850-486-6000 floyd@cityofcottondale.net
P. O. Box 398
Cottondale, FL 32431

A total of 2 water storage tanks, 100,000 and 300,000 gallons, have been on our Maintenance Program since 2012. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

12. **City of DeFuniak Springs**
David Fennell (Jacobs) 850-533-4845 david.fennell1@jacobs.com
71 U.S. Hwy 90 west
P.O. Box 685
DeFuniak Springs, Fl. 32435

A total of 3 tanks are under our program, all 500,000 gallons, have been on our Maintenance Program since 2015. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection reports showing condition of the tanks and any repairs or touchups completed or needed in the near future are provided to the owner.

13. **City of Fort Walton Beach**
James Valandingham – 850-598-5389 jdvalandingham@fwb.org
107 Miracle Strip Pkwy Sw
Fort Walton Beach, FL 32548

A total of 10 water storage tanks ranging in size from 135,000 gallons to 4,000,000 gallons, have been on our Maintenance Program since 2014. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

14. **Gonzalez Utilities**
John Jeremiah – 850-968-5474 office@gonzalezutilities.org
1590 Old Chemstrand Rd
Cantonment, FL 32533

A total of 3 water storage tanks ranging in size from 100,000 gallons to 750,000 gallons, have been on our Maintenance Program since 2007. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

15. **City of Graceville**
Charlie Martin - 850-263-3250 charmartin@msn.com
5348 Cliff Street
Graceville, FL 32440

A total of 3 water storage tanks ranging in size from 125,000 gallons to 200,000 gallons, have been on our Maintenance Program since 2008. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

16. **Gulf Coast Electric Cooperative**
Tocarra Robinson 850-1188
Jeremy Smith 850-630-5777 jsmith@gcec.com
6243 East Highway 98
Panama City, FL 32404

A total of 3 water storage tanks ranging in size from 150,000 gallons to 250,000 gallons, have been on our Maintenance Program since 2012. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

17. **Holt Water Works, Inc.**
Donna Ash – 850-537-4113 holtwater@embarqmail.com
P. O. Box 308
Holt, FL 32564

A total of 2 water storage tanks ranging in size from 75,000 gallons to 300,000 gallons, have been on our Maintenance Program since 2008. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

18. **Inlet Beach Water System, Inc.**
Amanda Edwards – 850-231-4498
Allen Fowler – 334-455-9680 allen.fowler@clearwatersolutions.com
95 N. Wall Street
Inlet Beach, FL 32461

A 100,000 gallon water storage tank has been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

19. **Town of Jay**
Donna Bullock – 850-675-4556
Eric Seib – 850-686-6916 ericseibtoj@bellsouth.net
P. O. Box 66
Jay, FL 32565

A total of 2 water storage tanks ranging in size from 75,000 gallons to 100,000 gallons, have been on our Maintenance Program since 2007. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

20. **City of Laurel Hill**
Nita Miller – 850-652-4441 lhwater@fairpoint.net
P. O. Box 158
Laurel Hill, FL 32567

A 150,000 gallon water storage tank has been on our Maintenance Program since 2009. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

21. **Town of Malone**
Linda Wilson – 850-569-2308 clerk@malonefl.net
John Cross – 850-557-1065
P. O. Box 39
Malone, FL 32445

A total of 2 water storage tanks, both being 75,000 gallon tanks, have been on our Maintenance Program since 2011. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

22. **City of Mary Esther**
Dana Williams – 850-243-3566 /Dillon Morris
Randall Killian – 423-681-9518 randall.killian@jacobs.com
195 Christobal Road, North
Mary Esther, FL 32569

A total of 3 water storage tanks, ranging in size from 100,000 gallons to 250,000 gallons, have been on our Maintenance Program since 2016. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

23. **City of Milton**
Randy Jorgenson – 850-983-5400 citymanager@mymiltonflorida.com
P. O. Box 909
Milton, FL 32572

A total of 6 water storage tanks ranging in size from 100,000 gallons to 750,000 gallons, have been on our Maintenance Program since 2008. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

24. **City of Paxton**
Judy Williams, City Clerk – 850-834-2489 jwilliams@paxtonfl.net
Adam Bryan 850-834-2716
P. O. Box 5200
Paxton, FL 32538

A total of 2 water storage tanks ranging in size from 100,000 gallons to 250,000 gallons, have been on our Maintenance Program since 2008. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

25. **Regional Utilities**
Jason Reddick – 850-699-0714 jreddick@regionalutilities.net
4432 Highway 98 East
Santa Rosa Beach, FL 32459

A total of 8 water storage tanks ranging in size from 250,000 gallons to 4,000,000 gallons, have been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

26. **City of Vernon**
Karen White – 850-535-2444 city@vernonfl.com
P. O. Box 340
Vernon, FL 32462

A 150,000 gallon water storage tank has been on our Maintenance Program since 2009. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

27. **Town of Wausau**
Lynn Gothard – 850-638-1781 townofwausau@wausaufl.com
P. O. Box 38
Wausau, FL 32463

A 100,000 gallon water storage tank has been on our Maintenance Program since 2007. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

28. City of Wewahitchka
Michael Gortman
Chipper Wade – 850-639-2605 wewaclerk@fairpoint.net
P. O. Box 966
Wewahitchka, FL 32465

A 75,000 gallon water storage tank has been on our Maintenance Program since 2008. A Ground Storage Tank was added to our program in 2018. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

Alabama

29. Bakerhill Water Authority
Ronnie Powell – 334-695-5173 bwa_123@msn.com
1910 Highway 131
Bakerhill, AL 36027

A total of 6 water storage tanks ranging in size from 100,000 gallons to 600,000 gallons, have been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

30. Town of Banks
Lisa Culpepper – 334-243-5768 townofbanks mayor@troycable.net
P. O. Box 6666
Banks, AL 36005

A 250,000 gallon water storage tank has been on our Maintenance Program since 2020. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

31. Butler County Water Authority
Wesley Bass – 334-382-4281 wesley.bass@clearwatersolutions.com
P. O. Box 875
Selma, AL 36702-0875

A total of 7 water storage tanks ranging in size from 100,000 gallons to 1,000,000 gallons, have been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

32. **Coffee County Water Authority**
Andy Shearer, Superintendent – 334-897-0150 ccwaandy@gmail.com
401 East Davis St
Elba, AL 36323

A total of 4 water storage tanks ranging in size from 65,000 gallons to 125,000 gallons, have been on our Maintenance Program since 2020. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

33. **Town of Columbia**
Cas Haddock, Mayor – 334-696-4417
Billy Helms 334-726-5798 columbiatownclerk@outlook.com
P. O. Box 339
Columbia, AL 36319

A 250,000 gallon water storage tank was added to our Maintenance Program August 2018. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

34. **Town of Cowarts**
Roger Nall – 334-828-1185 cowartswater@graceba.net
P. O. Box 69
Cowarts, AL 36321

A total of 3 water storage tanks ranging in size from 250,000 gallons to 300,000 gallons, have been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

35. **Eclectic Water Works & Sewer Board**
Gary Davenport, Mayor - 334-541-4429 mayor@townofelectic.com
James Taylor – 334-580-7556
P. O. Box 240430
Eclectic, AL 36024

A total of 3 water storage tanks ranging in size from 75,000 gallons to 300,000 gallons, have been on our Maintenance Program since 2022. Inspections are annual, washout/inspections every 5 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

36. **Elmore Water & Sewer Authority**
Billy Eddings – 334-285-6109 beddings@elmorewater.com
1633 AL Hwy 14
Elmore, AL 36025

A total of 5 water storage tanks ranging in size from 250,000 gallons to 1,000,000 gallons, have been on our Maintenance Program since 2022. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner

37. **Ft. Mitchell Water System**
David Ellis – 334-855-4703 davidellisfmws@aol.com
P. O. Box 149
Ft. Mitchell, AL 36856

A total of 3 water storage tanks ranging in size from 300,000 gallons to 750,000 gallons, have been on our Maintenance Program since 2012. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

38. **Grove Hill Utilities Board**
Kyle McIntyre – 334-456-1183 workorders@ghwater.org
P. O. Box 847
Grove Hill, AL 36451

A total of 4 water storage tanks ranging in size from 100,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2018. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

39. **City of Hartford**
Jerry Sorrels – 334-588-2245 / 334-723-6976
203 W. Main Street
Hartford, AL 36344

A total of 2 water storage tanks ranging in size from 250,000 gallons to 350,000 gallons, have been on our Maintenance Program since 2021. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

40. **Holtville Water Systems, Inc.**
Adam Davis – 334-558-7324 adam@holtvillewater.com
10048 Holtville Rd
Deatsville, AL 36022

A total of 6 water storage tanks ranging in size from 100,000 gallons to 750,000 gallons, have been on our Maintenance Program since 2020. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

41. **Jack Water System**
Kieff Lambert – 334-372-1558 jlambert1228@gmail.com
P. O. Box 47
Jack, AL 36346

A 250,000 gallon water storage tank has been on our Maintenance Program since 2021. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

42. **Town of Kinston**
Richard Johnson – 334-565-3188 kinston.water@gmail.com
P. O. Box 26
Kinston, AL 36453

A total of 2 water storage tanks both 100,000 gallons, have been on our Maintenance Program since 2023. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

43. **Lemoyne Water System**
James Bryan - 251-675-0136
Rob McDonald – 251-232-4012 robmcdonald.lws@gmail.com
P. O. Box 144
Axis, AL 36505

A total of 3 water storage tanks ranging in size from 100,000 gallons to 500,000 gallons have been on our Maintenance Program since 2016. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

44. **Marbury Water System**
James Guy – 205-755-7949 allen@marburywater.com
P. O. Box 180
Marbury, AL 36051

A total of 7 water storage tanks ranging in size from 100,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2022. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

45. **Town of McKenzie**
LeAnn Waters – 334-374-2311 mckenziem@centurytel.net
Matt Richardson – 251-238-1783
P. O. Box 134
McKenzie, AL 36456

A total of 2 water storage tanks ranging in size from 75,000 gallons to 150,000 gallons was added to our Maintenance Program in 2018. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

46. **Town of Midland City**
Cynthia Gary – 334- 983-3511
Bert Chandler – 334-405-0681 midlandcityvfd03@yahoo.com
P. O. Box 69
Midland City, AL 36350

A total of 2 water storage tanks both 250,000 gallons, have been on our Maintenance Program since 2017. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

47. **Town of Notasulga**
Tommy Miller, Mayor – 334-257-1454 notasulga@centurytel.net
Tony McCarty – 334-257-1454
P. O. Box 207
Notasulga, AL 36866

A 500,000 gallon water storage tank has been recently added to our Maintenance Program. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

48. **Pike County Water Authority**
Steve Carter – 334-566-1933
Brandy Hand, Clerk - 334-566-1933 bhpcwa@troycable.net
13102 U. S. Hwy 231
Troy, AL 36081

A total of 7 water storage tanks ranging in size from 150,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2019. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

49. **Town of River Falls**
Shane Cook – 334-343-5848 shanecook06@gmail.com
P. O. Box 17
River Falls, AL 36476

A 200,000 gallon water storage tank has been on our Maintenance Program since 2017. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

50. **Russell County Water Authority**
Sheppard Dearing – 334-297-3393 sdearing@rcwsa.com
Todd Hodges 334-468-0693
P. O. Box 970
Phenix City, AL 36868

A total of 7 water storage tanks ranging in size from 100,000 gallons to 1,000,000 gallons, have been on our Maintenance Program since 2018. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner

51. **Smiths Water & Sewer Authority**
Andy Morris – 334-298-6342 amorris@smithswater.com
P. O. Box 727
Smiths Station, AL 36877

A total of 7 water storage tanks ranging in size from 100,000 gallons to 1,000,000 gallons, have been on our Maintenance Program since 2014. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

52. **South Dallas Water Authority**
Torrey Jones – 334-375-5099 torrey.jones@clearwatersolutions.com
P. O. Box 146
Selma, AL 36701

A total of 4 water storage tanks ranging in size from 300,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2012. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

53. **Spanish Fort Water System**
Terry Evans – 251-689-4600 spanishfort@sf-ws.com
P. O. Box 1798
Daphne, AL 36526

A total of 3 water storage tanks ranging in size from 250,000 gallons to 1,000,000 gallons, have been on our Maintenance Program since 2015. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

54. **Utility Board of the City of Union Springs**
Donald R. Priori - 334-738-3115 randy.priori@gmail.com
Justin Smith – 229-449-4981
P. O. Box 229
Union Springs, AL 36089

A total of 3 water storage tanks ranging in size from 200,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2023. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

55. **Town of Webb**
Bill Thomas – 334-792-0386
Valarie Savage 334-792-0386 webbth@graceba.net
P. O. Box 127
Webb, AL 36376-0386

A total of 2 water storage tanks ranging in size from 150,000 gallons to 200,000 gallons, have been on our Maintenance Program since 2013. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

56. **Wills Cross Roads Water Authority**
Michael E. Starling – 334-726-2320 starling4farms02@aol.com
P. O. Box 268
Abbeville, AL 36310

A 100,000 gallon water storage tank has been on our Maintenance Program since 2021. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

Georgia

57. **City of Andersonville**
Mark Hall – 229-924-2068 / 229-947-2326 mhall@cityofandersonville.com
P. O. Box 35
Andersonville, GA 31711

A 100,000 gallon water storage tank has been on our Maintenance Program since 2017. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

58. **City of Boston**
Vance Hurst – 229-894-1159
P. O. Box 370
Boston, GA 31626

A 100,000 gallon water storage tank has been on our Maintenance Program since 2018. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

59. **City of Cairo Ga.**
Julian Brown 229-377-1722
Darin Todd 229-378-7590 dtodd@cairocity.net
P. O. Box 29
Cairo, Ga 39828

A total of 6 storage tanks have been on our Maintenance Program since 2015. The tanks range from 200,000 to 750,000 Gallons. Inspections are annual, washout/inspections every 2 years, performed by Josh Webb. Inspection reports showing condition of the tanks and any repairs or touchups completed or will be needed are provided to the owner.

60. **City of Colquitt**
Emmanuel Haire – 229-758-1000 ehaire@cityofcolquittga.gov
154 West Street
Colquitt, GA 39837

A total of 3 water storage tanks ranging in size from 10,000 gallons to 250,000 gallons, have been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

61. **Cusseta-Chattahoochee Co. Water System**
Thomas Weaver – 703-989-3602 tweaver@ugoccc.com
Chris Tymes 706-326-3985
P. O. Box 299
Cusseta, GA 31085

A total of 4 water storage tanks ranging in size from 100,000 gallons to 150,000 gallons, have been on our Maintenance Program since 2013. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

62. **City of Donalsonville Ga.**
Jeffery Hatcher - 229-524-2118 citymanager@donalsonvillega.com
Bert Adams – 229-220-6121 badams@donalsonvillega.com
127 East 2nd Street
Donalsonville, Ga 39845

A total of 2 storage tanks have been on our Maintenance Program since 2015. The tanks range from 250,000 to 300,000 gallons. Inspections are annual, washout/inspections are every 2 years, performed by Josh Webb. Inspection reports showing condition of the tanks and any repairs or touchups completed or will be needed in the near future are provided to the Owner.

63. **City of Edison, GA**
Shirley Worthy – 229-835-2279 edisoncitymayor@gmail.com
Reeves Lane 229-835-2279 / 229-254-1052
P. O. Box 337
Edison, GA 39846

A 100,000 gallon water storage tank has been on our Maintenance Program since 2010. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

64. **City of Ellenton**
Vicki Bunn - 229-251-2914 cityhall@ellentonga.com
David Manor
P.O. Box 40
Ellenton, GA 31747

A 50,000 gallon water storage tank has been on our Maintenance Program since 2015. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

65. **City of Hamilton**
Julie Brown
Ben Hood – 706-457-2287 waterham@hamiltoncityhall.net
210 Walton St
Hamilton, GA 31811

A total of 4 water storage tanks ranging in size from 50,000 gallons to 250,000 gallons, have been on our Maintenance Program since 2022. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

66. **Harris County Water Works**
David Laney – 706-326-6223 dlaney@harriscountyga.gov
11505 GA Hwy 315
Cataula, GA 31804

A total of 11 water storage tanks ranging in size from 200,000 gallons to 500,000 gallons, have been on our Maintenance Program since 2013. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

67. **Koch Foods of Pine Mountain Valley**
Scott Mundy – 706-662-0249 dani1704@bellsouth.net
P. O. Box 130
Pine Mountain Valley, GA 31824

A 100,000 gallon water storage tank has been on our Maintenance Program since 2008. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

68. **Pine Mountain Valley Water Association**
Scott Mundy – 706-662-0249 dani1704@bellsouth.net
P. O. Box 117
Pine Mountain Valley, GA 31823

A total of 2 water storage tanks ranging in size from 200,000 gallons to 250,000 gallons, have been on our Maintenance Program since 2014. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

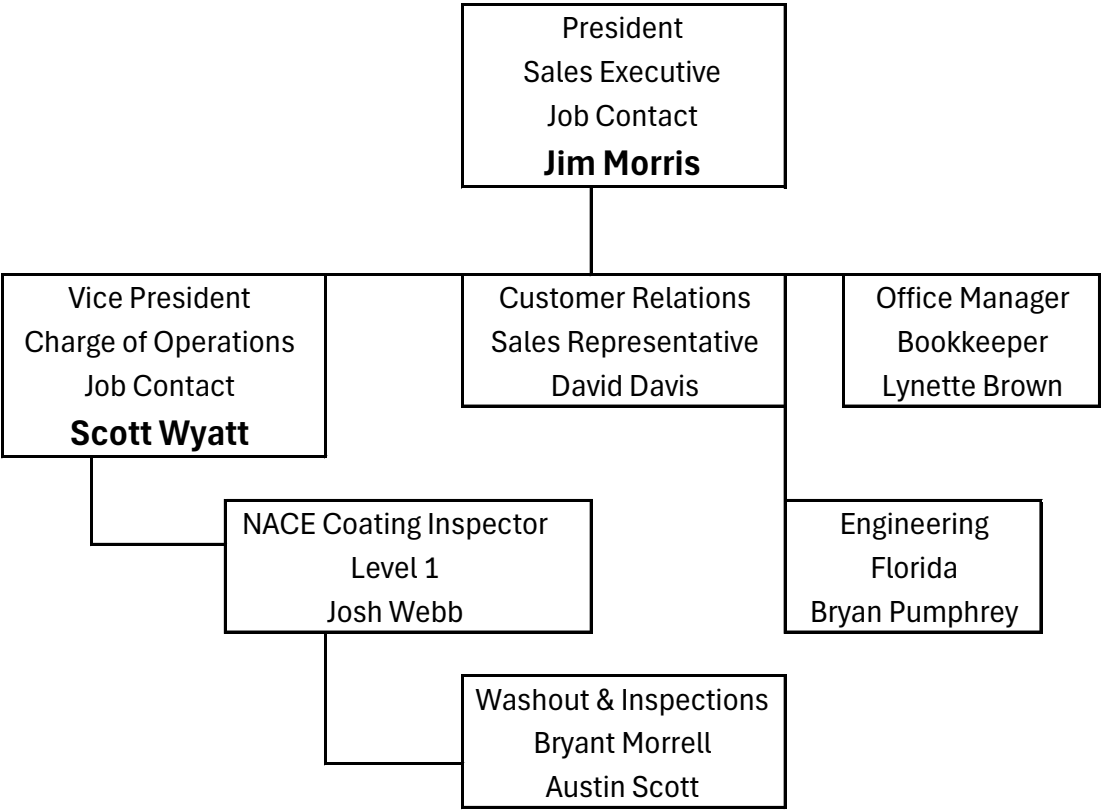
69. **Randolph County Water Authority**
John Hall – 229-942-6598 randolphgaclerk@gmail.com
Willy Jackson - 229-310-0344
P. O. Box 221
Cuthbert, GA 39840

A 100,000 gallon water storage tank has been on our Maintenance Program since 2014. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

70. **City of Shiloh**
Mike Rowe – 706-846-3814 water.shilohga@gmail.com
P. O. Box 811
Shiloh, GA 31826

A total of 2 water storage tanks ranging in size from 30,000 gallons to 100,000 gallons, have been on our Maintenance Program since 2017. Inspections are annual, washout/inspections every 3 years, performed by Josh Webb. Inspection Reports showing condition of tank and any repairs or touchups completed or will be needed are provided to Owner.

Project Management Organization



Jim Morris

P. O. Box 754 • Chipley, FL 32428 • (850)260-2253 • jim@ustankinc.com

OWNER / SALES EXECUTIVE

Owner/Operator with a 40-year record of success overseeing all phases of water tank maintenance and refurbishing projects for government and private-sector clients. Experience includes managing multiple crews, on-site inspections, bidding both maintenance and complete water tank refurbishing projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Site Safety/OSHA Compliance
- Change Order Management
- General Office Management

- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

U. S. TANK, INC. (CHIPLEY, FL) — Owner/Operator, 01/07 to Present,

President. Process all bidding. Manage all aspects of company.

CITY OF CHIPLEY (CHIPLEY, FL) — City Administrator, 08/02 to 08/10,

Supervisor of all personnel, co-ordinate all bid projects and head of all departments.

U. S. TANK, INC. (CHIPLEY, FL) — Owner/Operator, 6/86 to 11/98,

President. Process all bidding. Manage all aspects of company.

Project Highlights

West Autauga Water Authority

Bid \$533,980 project consisting of blasting and recoating interior and exterior of 3 existing 200,000 gallon elevated water storage tanks. Project included a containment system for each tank to protect surrounding elements.

Pace Water Systems

Bid \$597,600 project consisting of blasting and recoating interior and exterior of 1 existing 1,000,000 gallon elevated water storage tank and 1 existing 500,000 gallon elevated water storage tank. Project included a containment system for each tank to protect surrounding elements.

Talquin Electric Cooperative, Inc.

Bid \$580,055 project consisting of blasting and recoating interior and exterior of 1 existing 400,000 gallon elevated water storage tank and 1 existing 750,000 gallon elevated water storage tank. Project included a containment system for the 750,000 G.E.T. to protect surrounding elements.

City of Elba, AL

Bid \$1,610,000 project consisting of blasting and recoating interior and exterior of 1 existing 500,000 gallon ground water storage tank, 2 existing 300,000 gallon elevated water storage tanks and 1 400,000 gallon elevated water storage tank. Project included electrical improvements as well as containment for 3 of the 4 tanks to protect surrounding elements.

Scott Wyatt

P. O. Box 672 * Chipley, FL 32428 * (850) 260-1678 * scott@ustankinc.com

OWNER – C.O.O. / ON-SITE PROJECT MANAGER

Started as crew member for Shores Construction, Inc. in 1994. Became foreman within one year. In 1999 I incorporated Wyatt Tanks. Painted for U. S. Tank, Inc. until November 1998. Have been a Sub-Contractor for Utility Service from November 1999 to march of 2010. Started full time as Job Foreman for U. S. Tank, Inc. in March 2010 to present.

Key Skills

--job Site & Field Evaluations
--Job Site & Field Manager
--Certified Welder

--Overseeing & performing tank
Containment, repairs and
refurbishments

--Site Safety/OSHA Compliance
--Job Estimations
--Site Foreman/Customer Relations

Employer Summary

U. S. Tank, Inc. (Chipley, FL) – Co-Owner January 2021 to Present

Wyatt Tanks, Inc. (Chipley, FL) -- Owner, Foreman 1999 to Present

U. S. Tank, Inc. (Chipley, FL) -- Sub-Contractor January 1998 to October 1998
Job Foreman March 2010 to December 2020

Utility Service Co., Inc. (Perry, GA) -- Sub-Contractor November 1999 to 2010

Shores Construction, Inc. (Cottondale, FL) -- Laborer, Foreman 1994 to 1999

Project Highlights

Have performed refurbishments on several military bases including, Eglin Air Force Base, Hurlburt Field Air Force Base, Hunter Army Air Field, Robins Air Force Base and Tyndall Air Force Base.

Within the last year performed containment and/or refurbishments on the following:

City of Clio, AL	3 Tanks – 150,000 G.E.T. ; 300,000 G.S.P. ; 400,000 G.S.P.
City of Dothan, AL	1,500,000 G. E. T. – Westgate Tank (Containment)
Elba Water Works, AL	4 Tanks – (2) 300,000 G.E.T. ; 400,000 G.E.T. ; 500,000 G.S.P. \$1,610,000 project.
Holt Water Works, FL	300,000 G.E.T.
Jackson County, FL	200,000 G.E.T.
Pike County, AL	250,000 G.E.T.
Holtville Water Service, AL	4 Booster Standpipe Tanks – (2) 100,000 G ; 167,000 G ; 250,000 G
Fort Mitchell Water System, AL	3 Tanks – 300,000 G.E.T. ; 400,000 G.S.P ; 750,000 G.S.P.

Bryan Pumphrey

P.O. Box 754 Chipley, FL 32428 (850)209-2131

PROFESSIONAL ENGINEER/CERTIFIED CONTRACTOR

Professional Engineer with over 20 years of engineering experience including managing and designing a wide variety of projects including but not limited to roadway design, site design, water distribution facilities, wastewater collection systems, wastewater pump stations, stormwater conveyance systems, stormwater ponds, roadway drainage systems, planning and all project associated coordination and permitting. Also has years of on hand experience associated with maintaining, restoring and inspecting both elevated and ground storage water tanks.

Key Skills

--Tank Inspections
--Certified Utility Coordinator
--Licensed Certified Contractor

--Site Inspections
--Certified Work Zone Traffic Control

--Coordination w/ Municipalities
--Licensed Professional Engineer

Employer Summary

U. S. Tank, Inc. (Chipley, FL) – Engineer January 2024 to Present

Ceteris, Inc. (Marianna, FL) – Owner/Vice President June 2015 to Present

Panhandle Engineering & Construction, Inc. – Owner/Vice President July 2011 – June 2015

Qualification Highlights

Through years of experience in a wide variety of areas I have obtained an expansive knowledge base and skill set that allows me to be a valuable team member for almost any project. In addition, combining my engineering, construction, and water tank experience gives me a rare skill set that is extremely valuable for tank maintenance and restoration contracts.

JOSH WEBB

317 Skunk Valley Rd * Southport, FL 32409 * (334) 714-3994 * josh@ustankinc.com

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Started as crew member for U.S. Tank, Inc. in 2010. Became a Crew Supervisor within 3 months doing repair work, washouts, inspections, and small refurbish jobs.

Key Skills

--Customer Relations
--Water Tower Inspections

--Basic Computer Skills
--Supervising a Crew

--Tank Repairs
--Coating Evaluation

Employer Summary

U.S. Tank, Inc. (Chipley, FL) -- Supervisor -- January 2010 to Present

West FL. Electric Co-Op (Graceville, FL) -- Crew Member -- August 2007 to January 2010

Qualifications Highlights

I take pride in the work that is performed and supervised by me. Extremely good customer relations feedback regarding jobs performed. I have completed OSHA Safety Training, I am CPR certified as well as a Certified NACE Coating Inspector Level 1.



Certificate of Achievement

The NACE International Institute Recognizes

Joshua Wayne Webb

As a Certified

NACE Coating Inspector Level 1 - Certified

CERTIFICATION NUMBER 68277

Helena Sulinger

Executive Director
NACE International Institute



Awarded
September 2016

PERSONAL RESUME

NAME: David Davis
HOME ADDRESS: 214 Ashborough Circle
Dothan, AL 36301
TELEPHONE: 334-796-6438
EDUCATION: B S Degree, Agriculture Education, MS State University
POSITION: Marketing/Customer Relations, U. S. Tank, Inc., Chipley, FL

WORK EXPERIENCE

U. S. Tank, Inc., Chipley, FL (Current Position)

Responsible for client relations and marketing activities in Georgia and Alabama. Length of time in position – 8 years.

Polyengineering, Inc., Dothan, AL

Director of Client Relations/Marketing in Georgia, Florida and Alabama.
Length of time in this position – 19 years.

Davis and Harp Oil Company, Inc., Dothan, AL

President/CEO – Length of time in this position – 13 years.

Texaco, Inc., New Orleans, AL

Various sales and management positions in GA, MS, LA and AL. Employed for 13 years.

REFERENCES

City of Fort Walton Beach
James Valandingham
850-598-5389 Cell
jdvalandingham@fwb.org

City of Chipley
Patrice Tanner
850-638-6350 Office
ptanner@cityofchipley.com

Smiths Water and Sewer Authority
Andy Morris
334-298-6342 Office
706-575-7241 Cell
amorris@smithswater.com

Auburn Water System
Richard Laux
850-612-4613 Cell
rlaux@auburnwatersystem.com

Bakerhill Water Authoriy
Ronnie Powell
334-695-5646 Cell
bwa_123@msn.com



U.S. Tank, Inc.

**Post Office Box 754
Chipley, Florida 32428
Office: (850) 415-6239
(850) 260-2253 or (850) 624-8878
jim@ustankinc.com
scott@ustankinc.com**

Additional Information & Comments

Here at U. S. Tank. Inc., we recognize your needs and wants for water storage tank maintenance. Our firm commends the City of Mary Esther for being proactive in this area where many others seem to be reactive.

With our maintenance program in place, you can rest assured that your tanks will have the highest quality of water possible for the consumers along with the highest quality appearance and structural integrity.

U. S. Tank, Inc. is locally owned and operated, unlike large corporate companies, we can provide a more personal customer experience with detail to quality. Also, due to our previous contract with Mary Esther, we can bring a level of knowledge to this contract that no other firm can.

Thank you for the opportunity of giving our firm the chance to continue our relationship and being able to serve the City of Mary Esther for years to come.

ATTACHMENT #3
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR: Water Storage Tank Maintenance Program
CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____ NO X

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____ NO X

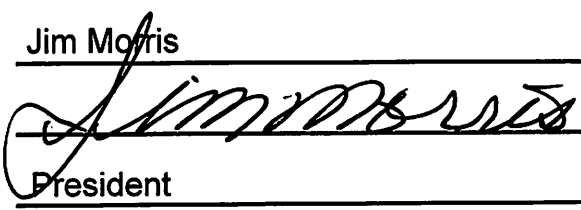
If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____ NO _____

If YES, please describe:

FIRM NAME: U. S. Tank, Inc.

BY (PRINTED): Jim Morris

BY (SIGNATURE): 

TITLE: President

ADDRESS: P. O. Box 754

Chipley, FL 32428

PHONE NO. 850-415-6239

E-MAIL jim@ustankinc.com

PROPOSAL FOR: Water Storage Tank Maintenance Program

shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

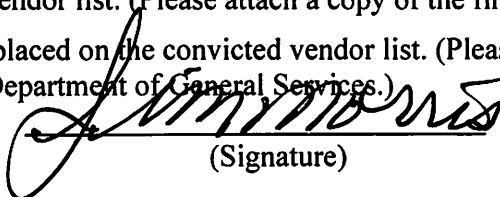
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

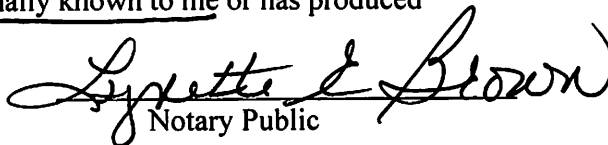
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

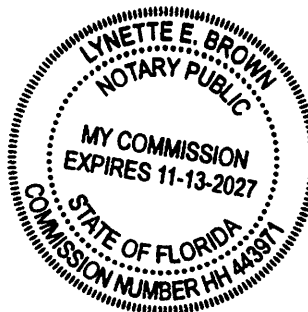
Date: 10/02/24

STATE OF FLORIDA
COUNTY OF Washington

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 2nd day of Oct 2024 by Sim Morris who is personally known to me or has produced _____ as identification.


Notary Public

My Commission expires: 11/13/2027



ATTACHMENT #2
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) 2024-08

PROPOSAL FOR: Water Storage Tank Maintenance Program

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. 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, any 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 occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

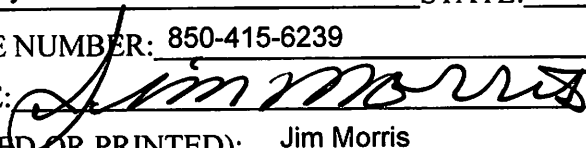
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: U. S. Tank, Inc.

ADDRESS: P. O. Box 754

CITY: Chipley STATE: FL ZIP CODE: 32428

TELEPHONE NUMBER: 850-415-6239

SIGNATURE:  DATE: 10/02/24

NAME (TYPED OR PRINTED): Jim Morris

TITLE: President

ATTACHMENT #4
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR: Water Storage Tank Maintenance Program
LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of this Agreement.

U. S. Tank, Inc.

Company Name

1255 Johnson Ave Chipley, FL 32428

Physical Address

P. O. Box 754 Chipley, FL 32428

Mailing Address

850-415-6239

Phone Number

850-260-2253

Cellular Number

jim@ustankinc.com

Email address


Authorized Signature – Manual

Jim Morris

Authorized Signature – Typed

President

Title

N/A

FAX Number

850-260-2253 or 850-624-8878

After-Hours Number(s)

10/02/24

Date



USTANKI-01

KJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2024

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 Insurance Center of the Southeast, Inc. 1296 Westgate Pkwy Dothan, AL 36303	CONTACT NAME:		
	PHONE (A/C, No, Ext): (334) 793-0014	FAX (A/C, No): (334) 793-3052	
	E-MAIL ADDRESS: attn@insctr.net		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto-Owners Ins Co		18988
INSURED U. S. Tank, Inc. Jim Morris P. O. Box 754 Chipley, FL 32428	INSURER B : Capitol Specialty Ins Corp		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE ☒ OCCUR	X	X	38029087	1/29/2024	1/29/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER: General Aggregate							\$
A	X	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐	X	X	4759275002	1/29/2024	1/29/2025	BODILY INJURY (Per person)	\$
		HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	X	UMBRELLA LIAB ☒ EXCESS LIAB ☐						EACH OCCURRENCE	\$ 5,000,000
		DED ☒ RETENTION \$ 10,000			4711984201	1/29/2024	1/29/2025	AGGREGATE	\$
									\$ 5,000,000
A	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A		X	A106620259	1/29/2024	1/29/2025	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B		Pollution Liability			EV2018186807	6/22/2024	6/22/2025	Aggregate/Occur	\$ 2,000,000

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

Certificate holder is listed as additional in regards to General Liability. Coverage is primary and non contributory. Waiver of Subrodation provided in favor of certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Mary Esther 195 Christobal Road North Mary Esther, FL 32569	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

Acceptance of Terms and Conditions

U. S. Tank, Inc. agrees to all terms and conditions stated in the RFP.

U. S. Tank, Inc. agrees and has no alterations other than listed below:

Our Firm will go above and beyond all terms and conditions stated in the RFP to include a complete tank exterior pressure wash cleaning to remove any contaminants, mildew, excessive salt build up, etc. as an added measure to help extend the life of the coating and to keep the tanks in your city aesthetically pleasing.

ATTACHMENT #5

CITY OF MARY ESTHER, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 2024-08

PROPOSAL FOR “Water Storage Tank Maintenance Program”

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

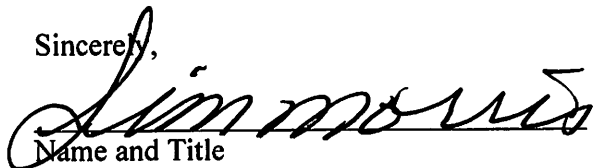
By submitting a proposal in response to the Request for Proposals for RFP No. **NO. 2024-08**

“Water Storage Tank Maintenance Program”

FOR THE CITY OF MARY ESTHER, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Morris", is written over a horizontal line.

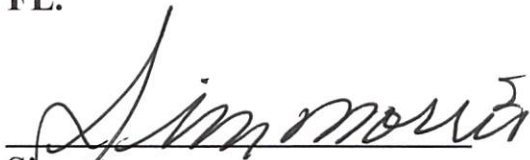
Name and Title

Jim Morris, President

Authorization to Release Information

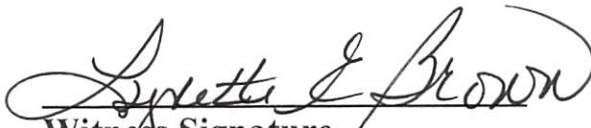
I, Jim Morris, President of U. S. Tank, Inc. hereby grant permission to release information to the City of Mary Esther, FL.

This authorization to release information is to verify content of and be considered for the winning bid of the Request for Proposal 2024-08, Water Storage Tank Maintenance Program for the City of Mary Esther, FL.


Signature

10/2/24
Date

U. S. Tank, Inc.
P. O. Box 754
Chipley, FL 32428
850-415-6239


Witness Signature

10/2/24
Date

Lynette E. Brown
Witness Printed Name

U.S. TANK, INC.
P.O. Box 754
Chipley, Florida 32428
850-415-6239

WATER TANK MAINTENANCE AGREEMENT
Ten Year Contract with Renewal Option

This Agreement is entered into by and between the City of Mary Esther Florida, hereinafter known as the **OWNER**, and U.S. Tank, Inc., hereinafter known as the **Company**.

The Owner agrees to employ the Company to provide the professional service needed to maintain the following water storage tanks:

1. 40,000-gallon Ground Storage tank – 140 Christobal Rd. (Tank #1)
2. 40,000-gallon Ground Storage tank – 140 Christobal Rd. (Tank #2)
3. 40,000-gallon Ground Storage tank – 140 Christobal Rd. (Tank #3)
4. 100,000-gallon Elevated Storage tank – 140 Christobal Rd. (Christobal Tank)
5. 40,000-gallon Ground Storage tank – 27 Mary Esther Dr. (Mary Esther Drive Tank)
6. 250,000-gallon Elevated Storage tank – 27 Mary Esther Dr. (Mary Esther Drive Ped Tank)
7. 250,000-gallon Elevated Storage tank – Town Lane (Town Lane Tank)

This Agreement binds the Company to total responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2025. The tank and tower will be thoroughly inspected to assure that the structure is in sound watertight condition.

Every second year beginning with the first washout/inspection or interior renovation, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower. The foundations will be caulked, grouted and or painted to help prevent water and other elements from penetrating the concrete.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is scheduled. The need for interior painting prior to the scheduled date is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be done as scheduled or determined by the appearance and protective condition of the existing paint.

Our exterior paint jobs are based on eight year time frames or earlier if needed, based on the types of paint used.

When painting is to be completed, all products and procedures will be equal to, or exceed the requirements of the Florida Department of Environmental Protection, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation coating materials, and disinfection to strictly adhere to the RFP.

When interior renovation is to be completed, procedures outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area and will strictly adhere to the RFP.

Our interior paint jobs are based on twelve year time frames or earlier if needed.

At such a time that the exterior needs painting, the Owner may select the color, or color scheme. The Company will select the type of paint that best suits the application.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry into the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency services to handle any problems with the tank at no additional cost to the Owner. Same day service is provided in most cases with the following day being the latest. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish pressure relief valves, if needed, to install in the water system so that the Owner's wells can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 78,100.00 has been established for this tank.

The above annual fee will remain constant for the first One year(s) of this agreement. In year 2025 and each one year thereafter, the annual fee will be adjusted by 3 % each year to cover the cost of inflation. The adjustment shall be limited to a maximum of 3% annually. At the end of ten-year term, the Owner may choose to extend the contract for another ten years with a guaranteed price increase of no more than three percent per year.

This contract does not include containment for any reason or disposal of any hazardous waste materials.

The Company will provide annual inspection reports to the Owner for state requirements; interior washouts will be signed and sealed by a registered engineer within thirty (30) days from the day of inspection.

The Company will not be responsible for any damages which may be caused by any act of nature or terrorism. However, vandalism is covered and we will do minor touchups due to these activities.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company prior to the anniversary date. Notice of Cancellation must be delivered by registered mail and signed by the Mayor, Chairperson or the City Manager

VENUE:

This Contract shall be governed by the laws of the State of Florida both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of the Owner's local County as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees because of such litigation.

Circle your choice of payment:



Annually

Semi-Annually

Quarterly

Monthly

This Agreement is entered into this _____ day of _____,
20____.

Owner:

U.S. Tank, Inc.

Print Name

Jim Morris

Print Name

Signature

Signature

Title

President

Title

Witness Print Name

Witness Print Name

Witness Signature

Witness Signature

Billing Address:

Seal:

Pricing Submittal Form

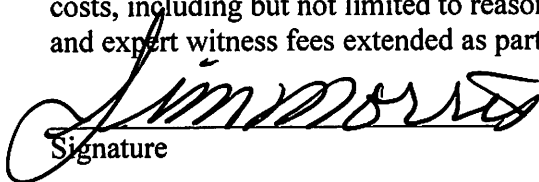
Water Tank	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
40,000-gallon Ground Storage Tank #1	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133	
40,000-gallon Ground Storage Tank #2	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133	
40,000-gallon Ground Storage Tank #3	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133	
100,000-gallon Elevated Storage Christobal Tank	15,200	15,656	16,126	16,609	17,108	17,621	18,150	18,694	19,255	19,833	
40,000-gallon Ground Storage Mary Esther Drive Tank	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133	
250,000-gallon Elevated Storage Mary Esther Drive Ped Tank	17,200	17,716	18,247	18,795	19,359	19,940	20,538	21,154	21,788	22,442	
250,000-gallon Elevated Storage Town Lane Tank	17,700	18,231	18,778	19,341	19,922	20,519	21,135	21,769	22,422	23,094	
Totals	78,100	80,443	82,855	85,341	87,905	90,540	93,255	96,053	98,933	101,901	
											Maximum annual inflation % after first 10 years
											3
											Grand Total
											895,326

* Fill in the maximum inflation % increase per annum for the City to determine future fees (after the initial 10-year contract) under the maintenance agreement. The fees shown in the first 10-year pricing schedule should include inflation.

ATTACHMENT #6
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR “Water Storage Tank Maintenance Program”
PUBLIC ACCESS FORM

U. S. Tank, Inc., as Proposer, shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency, and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor’s duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at: City of Mary Esther, City Clerk, Dillon Morris, 195 Christobal Rd. N, Mary Esther, FL 32569.
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys’ fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.


Signature

City of Mary Esther

RFB 2024-08

Water Tank Maintenance Program



Submission Date:

October 3rd, 2024 | 2:00 PM (CDT)

Razorback LLC

177 Anclole Road

Tarpon Springs, FL 34689

(727) 938-9500

Anthony Houllis, MGRM

RAZORBACK
LLC

NO LIMIT

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| Letter of Interest

City of Mary Esther
195 Christobal Road N.
Mary Esther, FL 32569

Dear Selection Committee,

I am writing to express my sincere interest in the Water Storage Tank Maintenance Program recently advertised by the City of Mary Esther.

Razorback LLC was established in 2008 and has been operating under the current name and structure since established. Our extensive background and expertise afford us unparalleled experience in the construction, rehabilitation, and maintenance of water and wastewater industry assets. Our maintenance division is staffed by a team of seasoned professionals specialized in water storage tank services, boasting a wealth of collective experience in delivering top-tier solutions. We are committed to upholding the highest standards in all associated services we provide.

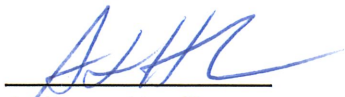
With a demonstrated track record of delivering high-quality solutions and a thorough understanding of the unique requirements inherent in this maintenance term contract, our firm, Razorback LLC, stands poised to deliver exceptional value to the City.

Enclosed herewith is our comprehensive proposal, detailing our understanding of the project requirements, proposed methodology, timeline, and cost estimate. We have meticulously reviewed the specifications outlined in the Request for Proposal (RFP) and are confident that our proposal presents a comprehensive solution aligned with the goals and objectives of the City of Mary Esther.

The dedication to excellence and relevant expertise of our team positions us as the ideal partner for this endeavor. We welcome the opportunity to further discuss how we can contribute to the success of this term contract. Should you have any inquiries, please do not hesitate to reach out to us.

Thank you for considering our proposal.

Sincerely,



Anthony Houllis
MGRM
(727) 938-9500
Anthony@razorbackllc.com

Est. September 18th, 2008
177 Anclote Road, Tarpon Springs, FL 34689
(727) 938-9500 | razorbackllc.com

Joint Ventures, Background Information & Business Credentials

Razorback LLC is a well-established firm located at 177 Anclote Road, Tarpon Springs, FL 34689. The company can be reached at (727) 938-9500, and inquiries can be directed to Anthony at Anthony@razorbackllc.com. While Razorback LLC does not operate under any d/b/a or assumed names, it maintains a strong presence with this singular operating name. The firm does not have a fax number.

Razorback LLC's main office in Tarpon Springs serves as the sole location for the company's operations. There are no additional major offices or facilities that would affect the firm's performance under the terms of this RFP. Additionally, Razorback LLC does not maintain a local office within the City of Mary Esther.

The company is not involved in any joint ventures. Razorback LLC is submitting this proposal independently and has no joint venture agreements to submit for review.

Razorback LLC is fully registered and licensed to operate within the State of Florida. Copies of the firm's business registration and personnel licensing qualifications are attached herein.

Executive Summary

Razorback LLC fully understands and agrees with all terms and conditions outlined in the Request for Proposal (RFP). We are committed to fulfilling the project scope, deliverables, deadlines, and all contractual obligations specified in the RFP, ensuring that all services are provided in line with the City's expectations while adhering to regulatory and safety requirements. Additionally, Razorback LLC certifies that the contents of this proposal are true, accurate, and reflective of our company's capabilities and experience. After a careful review of the RFP, we confirm that our submission aligns with the specific needs of the City, and we guarantee that the information provided is correct and substantiated by our past performance and qualifications.

Our approach to providing the necessary services is backed by our proven track record of successfully completing complex water and wastewater infrastructure projects. To meet the City's requirements, we will assign a dedicated project manager to oversee all aspects of the project, ensuring clear communication, coordination, and timely completion. Our highly experienced and certified personnel will handle the technical aspects of the project while maintaining strict adherence to safety and quality standards. In addition, we will leverage our strong relationships with subcontractors, suppliers, and regulatory agencies to access any additional resources and expertise as needed. Finally, Razorback has a long history of completing projects on time and within budget, and we will maintain that commitment throughout this engagement.

Selection Statement

Razorback, LLC is the premier choice for providing a tank maintenance program to the City of Mary Esther based on our extensive experience, specialized expertise, commitment to quality, and collaborative approach.

Proven Experience: With 16 years of experience as a General Contractor, Razorback, LLC has a successful track record of managing and completing complex water infrastructure projects. Our experience equips us with the knowledge and skills necessary to effectively implement a tank maintenance program for the City of Mary Esther.

Specialized Expertise: Our team comprises highly trained professionals with specialized expertise in tank maintenance, including cleaning, inspection, repair, and corrosion control. We understand the intricacies of water storage facilities and are well-equipped to address maintenance challenges efficiently and effectively.

Quality Assurance: At Razorback, LLC, quality is our top priority. We adhere to stringent quality assurance processes throughout every stage of the project, ensuring that all work meets or exceeds industry standards and regulatory requirements. Our commitment to

quality translates into reliable and long-lasting maintenance solutions for the City of Mary Esther.

Compliance and Safety: We prioritize compliance with all relevant regulations, codes, and safety standards to ensure the safety of personnel, the public, and the environment. Our adherence to best practices in safety and regulatory compliance demonstrates our commitment to delivering exceptional results while maintaining the highest standards of safety and environmental responsibility.

Innovative Solutions: We leverage cutting-edge technologies, advanced equipment, and innovative methodologies to deliver efficient and cost-effective maintenance solutions. Our focus on innovation allows us to optimize processes, minimize downtime, and enhance the overall performance and longevity of water infrastructure assets.

Collaborative Partnership: Razorback, LLC values open communication, collaboration, and transparency in all our projects. We will work closely with the City of Mary Esther to ensure alignment with project goals, timelines, and budgetary constraints. Our collaborative approach fosters trust, cooperation, and mutual success.

In summary, Razorback, LLC offers unmatched experience, specialized expertise, quality assurance, compliance, innovation, and collaboration, making us the ideal choice to provide a tank maintenance program for the City of Mary Esther. We are committed to delivering excellence and exceeding expectations in every aspect of the project.

Benefits of Partnering with Razorback LLC

- Ability to Mobilize Quickly & Efficiently
- Fully Trained & Qualified Personnel
- Project Specific Comprehensive Work Plans
- Dedicated Project Managers Assigned to all projects
- Financial Strength
- High Quality Performance
- Safety First Mindset
- Industry Leading Guarantee

Our 3 Uniques: Responsive * Professional * No Limits/Whatever It Takes

Core Values

Razorback LLC's 4 core values serve as the cultural bedrock of our organization, embodying our guiding principles and shaping actions and behaviors within the workplace. They were not manufactured but were uncovered by probing what we truly

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(727) 938-9500 | razorbackllc.com

stand for. Every team member at Razorback LLC shares these core values & they help us work cohesively and stand out in the market.

Whatever It Takes - **There's no limit to what we can do. Create opportunity from challenges. Figure it out...there is always a way.**

Professional and Prepared - **Know the answer before the question. Be passionate about the details and accountable in every situation.**

Be Awesome -**Empower and inspire everyone around you. Your attitude determines your environment.**

Grow or Die -**Whatever you are not changing, you are choosing. If you want more, do more.**

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Expertise

Since 2008, Razorback LLC has established itself as one of Florida's premier contractors specializing in Water/Wastewater Treatment Plant and asset rehabilitation. With over 16 years of industry experience, our company's expertise is demonstrated through our ongoing management of 22 active maintenance contracts, encompassing approximately 250 assets, and the successful completion of more than \$13 million in tank maintenance projects over the past decade.

We have extensive experience in providing the services outlined in the RFP, particularly in the maintenance and rehabilitation of water storage tanks of various styles and sizes, as well as other critical Water Treatment structures. Our technical expertise is reinforced by our employment of highly skilled and certified personnel, who are dedicated to exceeding client expectations while adhering to rigorous quality and safety standards. This commitment has allowed us to complete all projects on time and within budget, with no instances of liquidated damages for missed deadlines.

Not only have we worked all over the state of Florida, but we have had the opportunity to extend our services to clients in other states including Georgia (registered under Razorback Unlimited LLC), Mississippi, and Texas, reflecting our commitment to preserving the nation's critical infrastructure. This broad geographical reach underscores our capability and reliability in preserving essential infrastructure beyond state lines.

In the past 10 years, Razorback LLC has remained consistent in its organizational focus, with no significant changes in leadership or direction. We continue to prioritize seamless communication, continuous improvement, and building strong partnerships with subcontractors and suppliers to ensure access to additional resources and expertise for each project.

Finally, Razorback LLC has no pending or past investigative, disciplinary, or enforcement actions against the firm. Our spotless record reflects our commitment to integrity, compliance, and excellence in service delivery.

We are confident that our extensive experience and technical expertise align with the requirements of this RFP.

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Specific Accomplishments

Razorback LLC has extensive experience working with multiple regulatory agencies and grant/loan programs, including the Department of Environmental Protection (DEP), Environmental Protection Agency (EPA), Department of Transportation (DOT), Federal Aviation Administration (FAA), and Water Management Districts (NWFLWMD, SRF), as well as Economic Development Administration (EDA) programs.

1. South Florida Water Management District (SFWMD)

- **Painting of Fuel Tank:** Completed the painting of a fuel tank for SFWMD, adhering to strict environmental and safety guidelines.
- **Pump Station S3 Concrete Repairs and Coating:** Performed extensive concrete repairs and protective coating application at Pump Station S3, ensuring compliance with water management and environmental regulations.

2. Florida Department of Environmental Protection (FDEP)

- **Bill Baggs Cape Florida State Park Lighthouse Rejuvenation:** Led the rejuvenation project for this iconic landmark, meeting all FDEP historical preservation and environmental standards.
- **Colt Creek State Park - Tank Inspection:** Conducted a thorough inspection of water storage tanks, ensuring the project met the environmental compliance standards required by FDEP.
- **Gasparilla Island Hurricane Ian Repairs:** Provided critical post-hurricane repairs, following FDEP's stringent environmental protocols to restore infrastructure impacted by Hurricane Ian.

3. Florida Department of Transportation (FDOT)

- **District 2 Maintenance Building:** Completed the maintenance building project for FDOT, meeting their standards for construction quality, safety, and environmental impact.
- **Miami Dade Bridge:** Carried out repairs and maintenance on the Miami Dade Bridge, adhering to FDOT's structural and environmental specifications.

4. National Park Service (NPS)

- **Prep/Paint Exterior of Building - Cumberland Island (CUIIS):** Delivered surface preparation and painting services, following the NPS's historical preservation and environmental guidelines.

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- **Bodie Island Lighthouse:** Managed the restoration and painting of this historic lighthouse, working closely with the NPS to ensure the preservation of the site's heritage while maintaining environmental safeguards.
 - **Flamingo WWTP:** Rehabilitated the wastewater treatment plant in compliance with NPS standards, ensuring that all work supported the preservation of the surrounding natural habitat.
5. **Southwest Florida Water Management District (SWFWMD)**
- **Lake Pretty Structure Replacement:** Executed the replacement of water control structures at Lake Pretty, ensuring compliance with SWFWMD's water management and environmental requirements.

Demonstrated Competence with Grant and Loan Programs

Through our work with these agencies, Razorback LLC has successfully navigated the requirements of various grant and loan programs. Our extensive collaboration with regulatory bodies such as **DEP, EPA, DOT, FAA, NPS**, and Water Management Districts further highlights our ability to meet the specific technical, environmental, and regulatory standards required by these agencies.

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Firms Projects

Town of Jupiter – Utilities Painting Maintenance Continuing Services

Project Address: Various Locations

Contact Name: Amanda Barnes

Contact Phone #: (561) 741-2537

Contact Email: AmandaB@jupiter.fl.us

Start & End Dates: 11/04/20-01/31/24

Contract Amount: \$1,425,000

Industrial grade coating products, Pressure washing/Water blasting, Sandblasting, Cleaning, Priming, and Crack & spall repairs

-Facilities to be painted included the exterior of concrete potable water ground storage tanks, interior/exterior of concrete block structures (CBS)/buildings, interior of generator, and interior/exterior poured concrete structures.

City of Plantation- 3 WTP Central East and Regional Water Treatment Plants

Contact Name: Brett Miller

Contact Phone #: (954) 326-7634

Contact Email: BMiller@plantation.org

Start & End Dates: 10/14/19-07/03/20 Contract Amount: \$796,700

-Surface prep and application of Thiemec coating systems to multiple storage tanks, Water Treatment Plant buildings, exterior piping and equipment. Surfaces included: Structural steel, Concrete, Ceilings, walls, floors, doors and frames, Transoms, Roof fans, Construction signs, Guardrails/posts, Fittings/valves, Tanks, and Misc metals

-Services included:

High pressure washing, Abrasive blasting, Urethane crack injections, Spot priming & painting, cast iron reclaimed pipes on high service pumps and headers, Pump rooms, Cast iron PVC, Steel structure beams, Cast iron pillars, Concrete floors, Concrete pipe supports, Louvers, Doors/frames, Multiple bypasses including bypass pumps and manifolds

Desoto County – utilities Water Tanks Repair & Maintenance

Project Address: 2600 Snow Street, Arcadia, FL 34266 & 13617 SW Hwy 70, Arcadia, FL 34266

Contact Name: Michael Giardullo

Contact Phone #: (941) 916-8073

Contact Email: M.giardullo@desotobocc.com

Start & End Dates: 08/08/22-12/20/22 Contract Amount: \$352,425

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-Repairs and maintenance to the North Booster, ground and elevated storage tanks including:

- Cleaning & removing sediment
- Surface preparation
- Seal & coat all interior/exterior cracks
- Weld 1/4"x12"x12" patch plates
- Sandblasting
- Prepare & recoat all exposed surfaces of interior pipes
- Securing all hardware
- Installation of safety ladders
- Replacing turn buckles and anchor bolts
- Repairing & Re-supporting catwalks
- Applying coating systems; Inspections

City of Clearwater – WTP 3 East Dome & Aerator

Project Address: 2709 SR 580, Clearwater, FL 33761

Contact Name: Frederick Hemerick

Contact Phone #: (727) 562-4627

Contact Email: Fred.hemerick@myclearwater.com

Start & End Dates: 02/01/23-01/28/24

Contract Amount: \$1,791,334

- Horizontal, vertical, and overhead concrete repairs
- Overhead corrosion inhibitor application
- Restoration of hatches, metal fasteners, gaskets etc.
- Joint sealant replacement.
- Coating and/or recoating of tank surfaces internally and externally on (2) pre-stressed concrete drinking water storage tanks
- Structural steel and concrete repairs to baffle wall.

-Exterior:

- Pressure washing
- Spot blasting areas of corrosion
- Spot prime, intermediate and finish coat using Tnemec

City of Palm Coast – Elevated Tank Inspections

Project Address: Various Locations

Contact Name: Donald Holcomb

Contact Phone #: (386) 986-2344

Contact Email: Dholcomb@palmcoastgov.com

Start & End Dates: 01/11/23-02/22/24 **Contract Amount:** \$4,424

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-Annual inspections of the exterior of the structure including:

- Paint condition
- Paint fading
- Rust condition
- Stability and condition of the cell phone antenna coral
- Interior Inspection of the tower
- Condition of the ladders/platforms, landing, all side vents, hatch covers, and any other apparatus or fixture of the structure

-Annual inspections include pictures and written reports on all aspects of the tanks

City of St. Petersburg – water Resources Department – Crescent Lake Elevated Shell & Bowl Repair & Painting

Project Address: 13th Avenue North and 5th Street, St. Petersburg, FL

Contact Name: Kevin McLaughlin

Contact Phone #: (727) 545-3815

Contact Email: k.mclsughlin@rowland-inc.com

Start & End Dates: 04/11/16-04/28/16

Contract Amount: \$126,822.50

Cleaning, Surface preparation, Painting, Inspection of a 500,000-gallon elevated water storage tank

City of St. Petersburg – 10 & 8 million Gallon Reclaimed Ground Storage Tanks and Painting

Project Address: Northeast WRF1160 62nd Ave NE, St. Petersburg, FL 33702

Contact Name: Robert Sparks

Contact Phone #: (727)-201-6706

Contact Email: Robert.sparks@stpete.org

Start & End Dates: 02/20/18-04/08/18

Contract Amount: \$263,476.50

Cleaning, Surface preparation, Concrete patching and caulking on walls and domes, Spall repairs, Containment, Tnemec coating system applications and Inspections

Robert F Holsopple Inc – Perfecto Garcia Factory Elevated Water Tower Painting

Project Address: 2808 N 16th Street Tampa, FL 33606

Contact Name: Robert F. Holsopple

Contact Phone #: (813) 918-5642

Contact Email: holsoppleconstruction@gmail.com

Start & End Dates: 08/15/19-09/12/19

Contract Amount: \$116,000

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Cleaning, Surface preparation, Repairs, Coating applications, Inspection

-Repairs included:

Fabrication, Removal & installation of the catwalk deck plates, Installation of a removable ladder access from the rooftop to the existing ladder on the leg

City of St. Petersburg – Painting, Water Proofing and Associated Services

Project Address: Various Locations Contact Name: Robert E. Sparks

Contact Phone #: (727) 892-5637

Contact Email: Robert.Sparks@stpete.org

Start & End Dates: 09/01/20-01/13/24

Contract Amount: \$328,000

Cleaning, Surface preparation, Water-proofing, Caulking, Sealing, Maintenance and Painting

City Facilities on an as needed basis including clarifiers, tanks, logos, well piping, and steel structures.

Jacksonville Aviation Authority- JAX Water Tower Recoating & Miscellaneous Repairs

Project Address: 2400 Yankee Clipper Dr., Jacksonville, FL 32218

Contact Name: John DelGuidice

Contact Phone #: (904) 813-0503

Contact Email: john.delguidice@flyjacksonville.com

Start & End Dates: 10/18/21-11/01/21

Contract Amount: \$182,175

- Cleaning
- Surface preparation
- Repairs
- Applied Themec coating system to the entire elevated steel tower
- Repaired, replaced, and cleaned corrosion on multiple areas of the steel tank

City of New Port Richey – Rehabilitation of elevated Storage Tank

Project Address: 5400 School Road, New Port Richey, FL 34652

Contact Name: Greg Wikholm

Contact Phone #: (727)-841-4570

Contact Email: wikholmg@cityofnewportrichey.org

Start & End Dates: 09/07/21-10/24/21

Contract Amount: \$239,150

- Surface preparation
- Replacing 8 anchor bolt nuts
- Fabrication & replacement of the roof hatch

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- Interior abrasive blasting
- Application of protective coating system to the elevated storage tank

River Manasota- Regional Water Supply Authority Services

Project Address: Various Locations

Contact Name: Chris Rogers

Contact Phone #: (941) 316-1776

Contact Email: crogers@regionalwater.org

Start & End Dates: 12/01/21-Ongoing - Term

Contract Amount: \$328,162.56

- Cleaning; Surface preparation; Coating systems
- Various authority owned and/or managed buildings, infrastructure, facilities, appurtenances, multiple tanks, pipes, equipment, air release valves, and logo painting

ECO-2000 Inc – Lake Louisa WTP GST Logo

Project Address: 9525 Lake Louisa Road, Clermont, FL 34711

Contact Name: Charlie Jones

Contact Phone #: (352) 793-5060

Contact Email: N/A

Start & End Dates: 04/25/22-04/29/22

Contract Amount: \$42,000

- Pressure washing exterior of the GST
- Stripe coat hairline cracks
- Coating application
- Painting Logo

City of Miami Beach – Concrete Water Tanks

Project Address: Water Station 1: 451 Dade Boulevard & Water Station 2: 75th Street, Miami, FL 33140

Contact Name: Jorge Maldonado

Contact Phone #: (305) 673-7625

Contact Email: Jorgemaldonado@miamibeachfl.gov

Start & End Dates: 09/06/22-12/28/22

Contract Amount: \$603,000

Cleaning, Repairs, Coating systems

-on two 4,000,000 gallon and two 3,000,000 gallon water storage tanks.

City of Quincy – WTP Ground Storage Tank Repair

Project Address: Across from 1006 North Adams Street, Quincy, FL 32352

Contact Name: Mo Cox

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Contact Phone #: N/A
Contact Email: mcox@myquincy.net
Start & End Dates: 12/12/22-01/18/23
Contract Amount: \$30,000

-Reseal and regROUT union between the steel tank and the concrete foundation of a 1,000,000-gallon steel tank. Removed remaining material in roof joints and reseal joints on a 500,000-gallon tank. Eliminated leaching cracks on the side walls of a 200,000-gallon concrete tank.

City of Titusville- Mourning Dove WP Lime Silo Rehab

Project Address: 2836 Garden Street, Titusville, FL 32796

Contact Name: Gene Demayo
Contact Phone #: (321) 567-3877
Contact Email: Gene.demayo@titusville.com
Start & End Dates: 04/25/23-05/26/23
Contract Amount: \$65,000

- Cleaning
- Surface preparation
- Repaired corroded areas including weld seams and around fittings on the roof
- Repairs to cone
- Repaired heavy corrosion on the northwest support column base on the foundation
- Pit filling
- Applied Tnemec coating system
- Install new aluminum ladder gate
- Cut loose and remove the ladder cage
- Rebuild Access Ladder standoffs
- Grind, clean and paint ladder
- Replace 18 Riser Rods, 1" diameter
- Remove bands that hold antenna coax to the leg and replace with magnet mounts
- Repair and replace catwalk steel as needed in rusted areas
- Repair handrail as needed, install 6 angles brackets for support
- Drill drain holes in catwalk where needed
- Grind and paint over flow pipe
- Clean and paint top exterior dome as needed
- Clean and paint wind rods as needed, Clean and paint all repaired areas

City of Margate Ammonia Tank Rehab

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Project Address: 6630 NW 9th St, Margate, FL 33063
Contact Name: Pedro Stiassni
Contact Phone #: (954) 691-2460
Contact Email: Pstiassni@margatefl.com
Start & End Dates: 08/28/23-09/21/23
Contract Amount: \$11,500
Pressure washing; Hand tooling; Applied Tnemec coating system

City of New Port Richey – Decubellis Tank & Aerator Painting

Project Address: 9748 Decubellis Rd, New Port Richey, FL 34654
Contact Name: Greg Wikholm
Contact Phone #: (727) 809-5779
Contact Email: Wikholm@gcityofnewportrichey.org
Start & End Dates: 01/08/24-02/01/24
Contract Amount: \$142,917
Pressure washing; Surface preparation; Coating (interior & exterior) of tanks - 2 concrete ground storage tanks, one 1 million gallon and one 2,000,000-gallon tanks & the aerator

City of Dania Beach – Rebranding Water Tank Painting Services

Project Address: 1201 Stirling Road Dania Beach, FL 33004
Contact Name: Rickelle Williams
Contact Phone #: (954) 924-6801 EXT. 3732
Contact Email: rwilliams@daniabeachfl.gov
Start & End Dates: 12/21/18-01/19/19 **Contract Amount:** \$55,000
Removal and replacement of existing painted logo on 2,000,000 gallon above ground water storage tank. Prepared mock-up drawings and onsite demonstration of the logo size and location; preparation of water tank surface and the application of coatings.

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Project Management Organization

Anthony Houllis, CEO, MGRM, and Quality Control Manager, brings over 15 years of expertise in the construction industry. As a Florida Certified General Contractor, Anthony is actively involved in every project, ensuring quality control and providing management support from inception to completion. His leadership has been instrumental in successfully overseeing a variety of projects, including water/wastewater treatment plant rehabilitations, historic restorations, and fabrication/installation tasks. His depth of experience allows him to effectively navigate complex challenges within projects.

Education & Experience:

Florida State University • BS in Social Science – 2008
Razorback LLC • Founder and CEO – 2008 – Present

Certifications:

- Certified Florida General Contractor (CGC1526612)
- AAMP Certified Coatings Inspector
- SSPC Quality Control Supervisor
- SSPC Lead Paint Removal (C3)
- SSPC Lead Paint Removal Refresher (C5)
- OSHA 4-Hour Competent Person (Confined Space)
- OSHA 8-Hour Competent Person (Excavations)
- NACE Ethics for the Corrosion Professional

Justin Stancil, Chief Operations Officer, has over two decades of experience in field operations, safety oversight, procurement, and regulatory compliance. As a certified AWS Welder, Justin ensures all construction operations meet rigorous safety and regulatory standards. He manages all aspects of field operations, from pre-construction preparations to procurement and regulatory compliance, working closely with project teams, contractors, and government agencies to deliver projects on time and within budget.

Experience:

Razorback LLC • Chief Operations Officer • 2019 to Present
D&S Steel • Senior Certified Welder • 2003 to 2019

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Certifications:

- Certified AWS D-1 Welder
 - Certified Structural and Miscellaneous Steel Welder
-

Codi Pilcher, Project Superintendent/Safety Officer, has more than 15 years of experience in industrial construction. He leads daily site operations, ensuring safety protocols are enforced and maintaining high standards of quality. With strong leadership and communication skills, Codi oversees safety measures and supervises project activities to guarantee compliance with safety regulations and project requirements.

Experience:

Razorback LLC • Project Superintendent/Safety Officer • 2019 to Present
D&S Steel • Superintendent/Safety Officer/Welder • 2008 to 2019

Certifications:

- Competent Person – Permit Required Confined Space, Respiratory Protection, Fall Protection, Hazard Communication, Scaffolds, Personal Protective Equipment, Electrical
 - OSHA 30 Construction Safety and Health
 - CPR and First Aid
 - Certified AWS D-1 Welder
 - FDOT Temporary Traffic Control – Advanced
-

Eric McFadden, Project Foreman, has over 15 years of experience in industrial painting, construction, and equipment operation. His expertise spans sandblasting, rigging, concrete work, and confined space operations. Eric ensures that all project activities comply with established standards and works closely with construction teams, general contractors, and government agencies to deliver quality results.

Experience:

Razorback LLC • Project Foreman • 2021 to Present

Certifications:

- Competent Person – Respiratory Protection, Fall Protection, Hazard Communication, Scaffolds, Personal Protective Equipment, Electrical
 - Temporary Traffic Control – Advanced
 - Qualified Compliance Inspector of Stormwater
 - CP227: Qualified Perparer of Storm Water Pollution Prevention Plans (QPswppp) – Florida
-

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MiCha Johnson, **Project Manager**, joined Razorback LLC in 2023 with over 18 years of construction industry experience. Having managed numerous commercial projects during her time with Construct CO Inc., MiCha is now responsible for overseeing a variety of projects and term contracts at Razorback. She is known for ensuring projects are delivered on time and within budget while maintaining client satisfaction. MiCha specializes in project coordination, procurement, change control, and contract management.

Education & Experience:

University of Central Florida • BA in Art specializing in 3D Animation - 2007
Razorback LLC • Project Manager • 2023 to Present

Specializations:

- Managing projects and term contracts
- Coordinating project schedules to maximize efficiency and mitigate costs
- Ensuring site safety and environmental protection plan compliance
- Communicating with Owners to ensure client satisfaction
- Building lasting relationships with reliable subcontractors and material suppliers

Anthony Houllis

MGRM/Founder of Razorback LLC • 2008 - Present

E-mail: anthony@razorbackllc.com

Professional Summary

Certified General Contractor with 15+ years' experience in the industrial construction industry. Specializing in complex coating applications, historic restoration, and rehabilitation of critical infrastructure. A dedicated professional with strong working relationships with government agencies and private companies. Inspires a culture of growth, accountability, and excellence.

Skills

- Business Management
- Leadership
- Estimating
- Project Management
- Skilled Tradesman
- Relationship Building
- Solution Driven
- Safety Management
- Quality Control Assurance
- Communication

Certifications

- Certified Florida General Contractor (CGC1526612)
- AAMP Certified Coatings Inspector
- NACE Ethics for the Corrosion Professional
- SSPC Quality Control Supervisor
- SSPC Lead Paint Removal (C3)
- SSPC Lead Paint Removal Refresher (C5)
- OSHA 4-Hour Competent Person (Confined Space)
- OSHA 8-Hour Competent Person (Excavations)

Education

Florida State University • BS in Social Science - 2008

Justin Stancil

Chief Operations Officer/Project Manager

E-mail: justin@razorbackllc.com

Professional Summary

Talented officer with 20+ years' experience in industrial construction. Strong leadership skills that promote teamwork, communication, and seamless project completion. Oversees all field operations, project management, purchasing materials, pre-construction preparations, and meeting all local codes and regulations. Works directly with Project Owners, Construction Teams, General Contractors, and Government Agencies. Experience with similar projects makes him an expert, ensuring all requirements of the project are met and each project is completed on time and within budget.

Skills

- Leadership
- Field & Business Operations
- Communication
- Relationship Building
- Problem Solver
- Safety Management
- Budgeting
- Production Team Management
- Manpower Management
- Certified Welder

Certifications

- Certified AWS D-1 Welder
- Certified Structural and Miscellaneous Steel Welder

Experience

Razorback LLC • Chief Operations Officer/Project Manager • 2019 to Present

- Overseeing field operations, safety management, purchasing materials, pre-construction preparations, manages the production team
- Communicates and works directly with Project Owners, Construction Teams, General Contractors, and Multiple Agencies
- Manages multiple ongoing projects to deliver projects on time and within budget
- Ensures that all local codes and regulations are met
- Field staffing and scheduling

D&S Steel • Project Manager/Senior Certified Welder • 2003 to 2019

- Communicated and coordinated daily tasks with project managers, subcontractors, and field personnel
- Managed multiple ongoing projects to deliver projects on time and within budget
- Proficient in AWS D-1 & Shielded Metal Arc Welding (SMAW) techniques, including vertical, horizontal, and overhead welding
- Analyzed and interpreted blueprints, welding symbols, and engineering drawings
- Welding, Fabrication, and Installation of various metals including carbon steel, stainless steel, and aluminum.
- Operated and maintained welding equipment and tools
- Inspections of weld quality
- Restoration repairs, heavy construction, and surface preparation

Codi Pilcher

Superintendent/Safety Officer

E-mail: codi@razorbackllc.com

Professional Summary

Talented tradesman with 15+ years' experience in industrial construction. Proven ability to lead crews to successful project completion. Strong leadership skills that promote teamwork and communication. Oversees the safety and security of each construction site and enforces safety policies and procedures throughout the course of the project while following quality standards. His expertise in inspecting, testing, and reporting ensures all requirements of the project are met. Facilitates day to day operations on site and guarantees projects are completed accurately and on time.

Skills

- Leadership
- Project Management
- Communication
- Relationship Building
- Problem Solver
- Safety Management
- Quality Control Assurance
- Manpower Management
- Certified Welder

Certifications

- Competent Person – Permit Required Confined Space, Respiratory Protection, Fall Protection, Hazard Communication, Scaffolds, Personal Protective Equipment, Electrical
- OSHA 30 Construction Safety and Health
- CPR and First Aid
- Certified AWS Welder
- FDOT Temporary Traffic Control - Advanced

Experience

Razorback LLC • Superintendent/Safety Officer • 2019 to Present

- Oversees safety of each construction site and ensures OSHA compliance
- Communicates and coordinates daily tasks with project managers, subcontractors, and field personnel
- Manages multiple ongoing projects to deliver projects on time and within budget

D&S Steel • Superintendent/Safety Officer/Welder • 2008 to 2019

- Oversaw safety of each construction site and ensured OSHA compliance
- Communicated and coordinated daily tasks with project managers, subcontractors, and field personnel
- Managed multiple ongoing projects to deliver projects on time and within budget
- Proficient in Shielded Metal Arc Welding (SMAW) techniques, including vertical, horizontal, and overhead welding
- Analyzed and interpreted blueprints, welding symbols, and engineering drawings
- Welding, Fabrication, and Installation of various metals including carbon steel, stainless steel, and aluminum.
- Operated and maintained welding equipment and tools
- Inspections of weld quality

Eric McFadden

Foreman • 2021 – Present

E-mail: eric@razorbackllc.com

Professional Summary

Painting specialist with 15+ years' experience in industrial painting, heavy construction, sandblasting, sky climbing, concrete work, restoration repairs, rigging, working in confined spaces, and heavy equipment operation. Works directly with Project Managers, Construction Teams, General Contractors, and Government Agencies. Experience with similar projects makes him an expert, ensuring all requirements of the project are met and each project is completed on time and within budget.

Skills

- Studies All Specs on Projects
- Field Problem Solving
- Skilled Tradesman
- Leadership
- Communication

Certifications

- Competent Person – Respiratory Protection, Fall Protection, Hazard Communication, Scaffolds, Personal Protective Equipment, Electrical
- Temporary Traffic Control – Advanced
- Qualified Compliance Inspector of Stormwater
- CP227: Qualified Preparer of Storm Water Pollution Prevention Plans (QPswppp) - Florida

Experience

Razorback LLC • Foreman • 2021 to Present

- Responsible for overseeing and managing all aspects of projects from start to finish
- Identifies and resolves issues, conflicts, and challenges that may arise during the project
- Implements and enforces safety protocols and regulations, conducts safety inspections, and addresses any safety concerns
- Facilitates daily communication and task coordination among project managers, subcontractors, and field personnel
- Maintains quality standards throughout project duration, ensures projects are completed successfully, on time, and within budget

MiCha Johnson

Project Manager

E-mail: micha@razorbackllc.com

Professional Summary

18 years of commercial construction related project management experience. Responsibilities Include: Correspondences with Engineer, City, Town, State or other municipal agencies. Project submittal data including samples, specifications, delivery tickets, etc. Development of a project schedule outlining all key dates including major deliveries or progress inspections, transportation of equipment or materials, compliance to workforce requirements, coordination of logistics for deliveries from vendors, scheduling of subcontractors, updating site progress schedules, attending on site walk throughs with key principals of the project, completion of final close out documents, assessing profit or loss on projects, and review of As-Built Drawings.

Skills

- Organization
- Communication
- Logistics
- Planning
- Negotiation
- Project Safety
- Estimating
- Compliance
- Adaptability
- Problem Solving

Experience

Razorback LLC • Project Manager • 2023 to Present

- Managing projects and term contracts
- Coordinating project schedules to maximize efficiency and mitigate costs
- Ensuring site safety and environmental protection plan compliance
- Communicating with Owners to ensure client satisfaction
- Building lasting relationships with reliable subcontractors and material suppliers

Education

University of Central Florida • BA in Art specializing in 3D Animation - 2007

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References

1). Water Tank Maintenance

Project Owner: Marion County
Project Contact Name : Sean McFarland
Project Contact Phone #: (352)-307-4628
Project Contact Email: Sean.mcfarland@marionfl.org
Contract Completion Ongoing – Term

Date:

Scope of Work: inspection, maintenance, and/or repair for 88 tanks that consist of hydro-pneumatic, elevated, and ground water storage tanks

2). 1.5 Million Gallon Palma Ceia Water Tower Steel Repairs and Painting

Project Owner: Royal Bridge
Project Contact Name : Tommy Mahinnis
Project Contact Phone #: (727) 934-6042
Project Contact Email: Tommy@royalbridgeinc.com

Scope of Work: Repairs included removal and replacing steel catwalk, vent, 400' of steel ladder, safety climb devices, fabrication and installation of riser grating, and pit filling. Painting included surface preparation and painting of exterior and interior of the 1.5-million-gallon water tower. Themec paint used. Stringent testing was implemented, and inspections were conducted on a regular basis during the project. Entire interior of the Water Tower is over 45,000 Sq/Ft Abrasive Blasted per SSPC-10 and fully lined with the new NSF approved Themec System. Structural steel and concrete repair/replacement. Inspection and Testing: Razorback has full-time quality control inspections performed regularly throughout every project by NACE and/or SSPC Certified Inspectors in the field. Inspections are verified by NACE and/or SSPC Certified Quality Control Managers.

3). Coral Gate Tank Rehab

Project Owner: City of Margate
Project Contact Name : Pedro Stiassni
Project Contact Phone #: (954) 691-2460
Project Contact Email: Pstiassni@margatefl.com

Scope of Work: Refurbishment & restoration of 2MG ground storage tank; surface prep and paint both interior and exterior

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4). Washington Terrace Water Tanks Painting & Repair

Project Owner: City of St. Petersburg
Project Contact Name : Robert Ecklund – Construction Inspector
Project Contact Phone #: (727)-244-7269
Project Contact Email: Robert.Ecklund@stpete.org

Scope of Work: Structural repair/replacement, surface prep, cleaning, painting, and disinfection of two, 3.25-million-gallon, flat boom, welded steel water storage tanks; removed and replaced deteriorated sections of steel wind girders, ladder sections, and roof support brackets; removal and replacement of aluminum dome cover perimeter flashing on both tanks.

5). Master Water Storage Tank Cleaning and Repair Services

Project Owner: City of West Palm Beach
Project Contact Name : Sandra Feliciano
Project Contact Phone #: (561) 350-1885
Project Contact Email: Sfeliciano@wpb.org

Scope of Work: Pressure washing of multiple steel and prestressed concrete tanks and applying two coats of Tnemec Series 1026; cleaning and disinfecting of storage tanks along with tank structure repairs and interior surface repairs/replacement.

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List of Systems

Name of System: Lee County Tanks Rehab (FL)

Person of Contact: Michael Frazzetto

POC Phone Number: (239)-923-3788

of Tanks in System: 3

Name of System: Central Landfill Leachate Tank Lining for Citrus County (FL)

Person of Contact: Dan Sherlock

POC Phone Number: (352)-527-7670

of Tanks in System: 2

Name of System: JDMWRF Tank Repair & Paint for Okaloosa County (FL)

Person of Contact: Cecelia VandenBroeck

POC Phone Number: (850)-689-5960

of Tanks in System: 1

Name of System: Repair & Repaint Water Tower (TX)

Person of Contact: Nicholas Zwermann

POC Phone Number: (903)-838-4587 ext 334

of Tanks in System: 1

Name of System: Sawgrass WRF Redevelopment for St. Johns County (FL)

Person of Contact: Alan Flood

POC Phone Number: (904)-209-2652

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of Tanks in System: 2

Name of System: Coral Gate Tank Rehab for City of Margate (FL)

Person of Contact: Pedro Stiassni

POC Phone Number: (954)-691-2460

of Tanks in System: 1

Name of System: Northwest Ground Storage Tank Improvements for City of Tampa (FL)

Person of Contact: Michael O'Keefe

POC Phone Number: (813)-635-3400

of Tanks in System: 1

Name of System: Little Manatee River State Park-Water System Upgrades for FDEP (FL)

Person of Contact: Andy Widdowson

POC Phone Number: (941)-713-1134

of Tanks in System: 2

Name of System: Washout & Inspect Residential Tanks for Marion County (FL)

Person of Contact: Sean McFarland

POC Phone Number: (352)-307-4628

of Tanks in System: 2

Name of System: 10K Hydro Tank at Greenfields/Indian Pines for Marion County (FL)

Person of Contact: Sean McFarland

POC Phone Number: (352)-307-4628

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of Tanks in System: 1

Name of System: 2024 Tank Cleaning for Marion County (FL)

Person of Contact: Sean McFarland

POC Phone Number: (352)-307-4628

of Tanks in System: 10

Name of System: Cedar Hills Tank Rehab for Marion County (FL)

Person of Contact: Sean McFarland

POC Phone Number: (352)-307-4628

of Tanks in System: 1

Name of System: Master Water Storage Tank Cleaning & Repair Services for City of West Palm

Beach (FL)

Person of Contact: Sandra Feliciano

POC Phone Number: (561)-350-1885

of Tanks in System: 13

Name of System: Hernando Beach Water Tower Maintenance for Hernando County (FL)

Person of Contact: Chris Linsbeck

POC Phone Number: (352)-754-4778 ext 24148

of Tanks in System: 1

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Name of System: As-Needed Painting & Coating Services for Peace River Manasota Regional

Water Supply Authority (FL)

Person of Contact: Chris Rogers & Scott Cunningham

POC Phone Number: (941)-316-1776

of Tanks in System: 4

Name of System: Ground Storage Tank Maintenance & Rehab Services for Clay County Utility

Authority (FL)

Person of Contact: Teri Shoemaker

POC Phone Number: (904)-213-2423

of Tanks in System: 15

Name of System: Potable Water Storage Tank Services for Lake County School Board (FL)

Person of Contact: Calvin Wingo

POC Phone Number: (352)-253-6842

of Tanks in System: 5

Name of System: Water Storage Tank Cleaning & Inspection Services for Tampa Bay Water (FL)

Person of Contact: Lynn Lozano

POC Phone Number: (727)-791-2353

of Tanks in System: 1 (so far)

Name of System: Blue Heron WRF Clarifier Modifications for City of Titusville (FL)

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Person of Contact: Kevin Meulman

POC Phone Number: (321)-213-1954

of Tanks in System: 1

Name of System: Chinsegut Hill Tank Inspection for Hernando County (FL)

Person of Contact: Craig Becker

POC Phone Number: (352)-754-4029

of Tanks in System: 1

Name of System: 10 & 8 Million Gallon Reclaimed GSTs Painting for City of St. Pete (FL)

Person of Contact: Robert Sparks

POC Phone Number: (727)-892-5637

of Tanks in System: 2

Name of System: Rehab of W /WTP Buildings for City of Plantation (FL)

Person of Contact: Brett Miller

POC Phone Number: (954)-326-7634

of Tanks in System: 10

Name of System: 1.5 MG Water Tower Rehab (FL)

Person of Contact: Tommy Mahinis

POC Phone Number: (727)-934-6042

of Tanks in System: 1

Name of System: Rehabilitate Everglades Flamingo WWTP for National Park Service (FL)

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Person of Contact: William Vazquez

POC Phone Number: (470)-819-0934

of Tanks in System: 3

Name of System: Utilities Painting Maintenance for Town of Jupiter (FL)

Person of Contact: Amanda Barnes

POC Phone Number: (561)-741-2537

of Tanks in System: 9

Name of System: Painting, Water-Proofing & Associated Services for City of St. Pete (FL)

Person of Contact: Robert Sparks

POC Phone Number: (727)-892-5637

of Tanks in System: 6

Name of System: Washington Terrace Tanks -Painting & Repair for City of St. Pete (FL)

Person of Contact: Robert Ecklund

POC Phone Number: (727)-244-7269

of Tanks in System: 2

Name of System: WTP3 East Dome & Aerator Maintenance for City of Clearwater (FL)

Person of Contact: Frederick Hemerick

POC Phone Number: (727)-562-4627

of Tanks in System: 2

Name of System: Concrete Water Tanks Rehab for City of Miami Beach (FL)

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Person of Contact: Jorge Maldonado

POC Phone Number: (305)-673-7625

of Tanks in System: 4

Name of System: Utilities Potable Water Tanks Repair & Maintenance for DeSoto County (FL)

Person of Contact: Michael Giardullo

POC Phone Number: (941)-916-8073

of Tanks in System: 3

Name of System: Elevated Tank Inspections for City of Palm Coast (FL)

Person of Contact: Donald Holcomb

POC Phone Number: (386)-986-2344

of Tanks in System: 1

Name of System: Steel Tank Rehab for City of Margate (FL)

Person of Contact: Pedro Stiassni

POC Phone Number: (954)-691-2460

of Tanks in System: 1

Name of System: Decubellis Tank & Aerator Painting for City of New Port Richey (FL)

Person of Contact: Greg Wikholm

POC Phone Number: (727)-809-5779

of Tanks in System: 4

Name of System: Water Tower Repair (MS)

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Person of Contact: Tommy Mahinis

POC Phone Number: (727)-934-6042

of Tanks in System: 2

ATTACHMENT #1
CITY OF Mary Esther, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08

PROPOSAL FOR: Water Storage Tank Maintenance Program

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
RFP No. 2024-08 Water Storage Tank Maintenance Program

2. This sworn statement is submitted by Razorback LLC
whose business address is 177 Anclote Road, Tarpon Springs, FL 34689
and (if applicable) Federal Employer Identification Number (FEIN) is: 26-3447303 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

3. My name is Anthony Houllis and my relationship to the entity named above is MGRM

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement,

shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

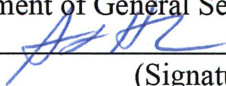
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

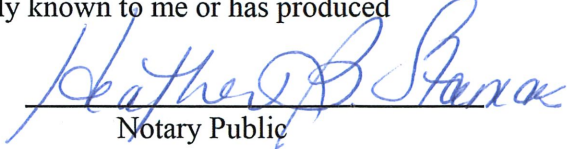
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: 10/03/2024

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 3rd day of Oct 2024 by Anthony Houllis who is personally known to me or has produced _____ as identification.


Notary Public

My Commission expires:



Heather B. Stamas
Comm.: HH 384863
Expires: July 10, 2027
Notary Public - State of Florida

ATTACHMENT #2
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) 2024-08

PROPOSAL FOR: Water Storage Tank Maintenance Program

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. 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, any 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 occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Razorback LLC

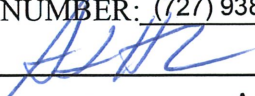
ADDRESS: 177 Anclole Road

CITY: Tarpon Springs

STATE: Florida

ZIP CODE: 34689

TELEPHONE NUMBER: (727) 938-9500

SIGNATURE: 

DATE: 10/03/2024

NAME (TYPED OR PRINTED): Anthony Houllis

TITLE: MGRM

ATTACHMENT #3
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR: Water Storage Tank Maintenance Program
CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO X

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO X

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

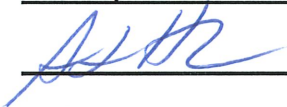
NO _____

If YES, please describe:

Not Applicable

FIRM NAME: Razorback LLC

BY (PRINTED): Anthony Houllis

BY (SIGNATURE): 

TITLE: MGRM

ADDRESS: 177 Anclothe Road

Tarpon Springs, FL 34689

PHONE NO. (727) 938-9500

E-MAIL Anthony@Razorbackllc.com

ATTACHMENT #4
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR: Water Storage Tank Maintenance Program
LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of this Agreement.

Razorback LLC

Company Name

177 Ancote Road, Tarpon Springs, FL 34689

Physical Address

177 Ancote Road, Tarpon Springs, FL 34689

Mailing Address

(727) 938-9500

Phone Number

N/A

Cellular Number

Anthony@Razorbackllc.com

Email address



Authorized Signature – Manual

Anthony Houllis

Authorized Signature – Typed

MGRM

Title

N/A

FAX Number

(352) 812-3377

After-Hours Number(s)

10/03/2024

Date

ATTACHMENT #5

CITY OF MARY ESTHER, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 2024-08

PROPOSAL FOR “Water Storage Tank Maintenance Program”

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. **NO. 2024-08**

“Water Storage Tank Maintenance Program”

FOR THE CITY OF MARY ESTHER, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Anthony Houllis, MGRM

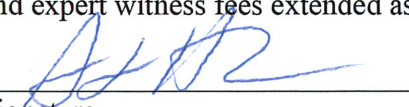
Name and Title



ATTACHMENT #6
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR "Water Storage Tank Maintenance Program"
PUBLIC ACCESS FORM

Anthony Houllis, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency, and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor's duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at: City of Mary Esther, City Clerk, Dillon Morris, 195 Christobal Rd. N, Mary Esther, FL 32569.
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.



Signature

Key:

V - Visual Inspection
W - Washout/Inspection
E - Exterior Renovation
I - Interior Renovation

Pricing Submittal Form

Water Tank	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
40,000-gallon Ground Storage Tank #1	W, I, E \$60,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$2,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$2,000.00	V \$1,000.00
40,000-gallon Ground Storage Tank #2	W, I, E \$60,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$2,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$2,000.00	V \$1,000.00
40,000-gallon Ground Storage Tank #3	V \$1,000.00	W, I, E \$60,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$3,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$3,000.00
100,000-gallon Elevated Storage Christobal Tank	V \$2,000.00	W, I, E \$200,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$4,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$4,000.00
40,000-gallon Ground Storage Mary Esther Drive Tank	V \$1,000.00	W, I, E \$60,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$3,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$3,000.00
250,000-gallon Elevated Storage Mary Esther Drive Ped Tank	W \$6,000.00	V \$1,000.00	W, I, E \$280,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$7,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00
250,000-gallon Elevated Storage Town Lane Tank	W \$6,000.00	V \$1,000.00	W, I, E \$280,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00	W \$7,000.00	V \$1,000.00	V \$1,000.00	V \$1,000.00
Totals	\$136,000.00	\$324,000.00	\$565,000.00	\$7,000.00	\$9,000.00	\$14,000.00	\$19,000.00	\$7,000.00	\$9,000.00	\$14,000.00
Grand Total										\$1,104,000.00

Maximum annual inflation % after first 10 years

5%

* Fill in the maximum inflation % increase per annum for the City to determine future fees (after the initial 10-year contract) under the maintenance agreement. The fees shown in the first 10-year pricing schedule should include inflation.

Appendix "A"

Est. September 18th, 2008
177 Anclose Road, Tarpon Springs, FL 34689
(727) 938-9500 | razorbackllc.com

Approach

40,000 GST – Tank #1 (listed scope of work is an example only)

Year 1 – Washout/ Inspection Interior Exterior Renovation
Year 2 – Visual Inspection
Year 3 – Visual Inspection
Year 4 – Visual Inspection
Year 5 – Washout/Inspection
Year 6 – Visual Inspection
Year 7 – Visual Inspection
Year 8 – Visual Inspection
Year 9 – Washout/Inspection
Year 10 – Visual Inspection

40,000 GST – Tank #2

Year 1 – Washout/ Inspection Interior Exterior Renovation
Year 2 – Visual Inspection
Year 3 – Visual Inspection
Year 4 – Visual Inspection
Year 5 – Washout/Inspection
Year 6 – Visual Inspection
Year 7 – Visual Inspection
Year 8 – Visual Inspection
Year 9 – Washout/Inspection
Year 10 – Visual Inspection

40,000 GST – Tank #3

Year 1 – Visual Inspection
Year 2 – Washout/ Inspection – Interior Exterior Renovation
Year 3 – Visual Inspection
Year 4 – Visual Inspection
Year 5 – Visual Inspection
Year 6 – Washout/ Inspection
Year 7 – Visual Inspection
Year 8 – Visual Inspection
Year 9 – Visual Inspection
Year 10 – Washout/ Inspection

Est. September 18th, 2008
177 Anclole Road, Tarpon Springs, FL 34689
(727) 938-9500 | razorbackllc.com

100,000 Elevated – Christobal Tank

Year 1 – Visual Inspection
Year 2 – Washout/Inspection – Interior Exterior Renovation
Year 3 – Visual Inspection
Year 4 – Visual Inspection
Year 5 - Visual Inspection
Year 6 – Washout/ Inspection
Year 7 – Visual Inspection
Year 8 – Visual Inspection
Year 9 – Visual Inspection
Year 10 – Washout/Inspection

40,000 GST – Mary Esther Drive Tank

Year 1 – Visual Inspection
Year 2 – Washout/Inspection- Interior Exterior Renovation
Year 3 – Visual Inspection
Year 4 – Visual Inspection
Year 5 – Visual Inspection
Year 6 – Washout/Inspection
Year 7 – Visual Inspection
Year 8 – Visual Inspection
Year 9 – Visual Inspection
Year 10 – Washout/ Inspection

250,000 Elevated – Mary Esther Drive Ped. Tank

Year 1 – Washout/ Inspection
Year 2 – Visual Inspection
Year 3 – Washout / Inspection
Year 4 – Visual Inspection
Year 5 – Visual Inspection
Year 6 – Visual Inspection
Year 7 – Washout/ Inspection
Year 8 – Visual Inspection
Year 9 – Visual Inspection
Year 10 – Visual Inspection

250,000 Elevated – Town Lane Tank

Year 1 – Washout/ Inspection
Year 2 – Visual Inspection

Est. September 18th, 2008
177 Anclose Road, Tarpon Springs, FL 34689
(727) 938-9500 | razorbackllc.com

Year 3 – Washout/ Inspection – Interior and Exterior Renovation
Year 4 – Visual Inspection
Year 5 – Visual Inspection
Year 6 – Visual Inspection
Year 7 – Washout/ Inspection
Year 8 – Visual Inspection
Year 9 – Visual Inspection
Year 10 – Visual Inspection

RAZORBACK, LLC.
177 Ancloste Road
Tarpon Springs, Florida 34689
(727) 938-9500

CORPORATE HEALTH AND SAFETY PLAN

Prepared: December 1, 2013
by:
MB Environmental Consulting, Inc.
13362 Irving Street
Alden, NY 14004
(716) 902-4253



Prepared by:
Mitchell Blum CSP, CHMM, CHST

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WATER TANK MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the **[Insert Date]**, by and between the **City of Mary Esther** (hereinafter referred to as the "OWNER"), located at **195 Christobal Rd N. Mary Esther, Florida 32569** and **[Contractor's Name]**, with its principal office located at **[Contractor's Address]** (hereinafter referred to as the "COMPANY"). Both parties agree to the following terms and conditions concerning the maintenance of water storage tanks.

Section 1 - Scope of Work

The COMPANY agrees to provide the following services for the maintenance of the OWNER's water storage tanks as specified in **RFP No. 2024-08 for Water Storage Tank Maintenance Program**:

- **Visual Engineering Inspection and Preventive Maintenance**
The COMPANY will conduct annual inspections and preventive maintenance to ensure the tanks comply with all relevant federal, state, and local regulations.
- **Washout and Disinfection Inspections**
The COMPANY will perform tank washouts, interior cleaning, and disinfection according to American Water Works Association (AWWA) standards.
- **Exterior and Interior Renovations**
The COMPANY will renovate exterior and interior tank surfaces as needed, including power washing, abrasive blast cleaning, priming, and repainting.
- **Emergency Repair Services**
The COMPANY will provide emergency repair services at no additional cost to the OWNER when necessary.
- **Annual Reports**
The COMPANY will provide the OWNER with written inspection reports, including photographs, within thirty (30) days of each inspection.

Section 2 - Term of Agreement

This Agreement shall commence on **[Insert Date]** and remain in effect for a period of **ten (10) years**. Upon mutual agreement, this contract may be extended for an additional **ten (10) years**.

Section 3 - Fee Structure

The agreed-upon base annual fee for maintenance services is **[\$Insert Amount]**. The fee will remain constant for the first **[Insert Number]** years of the contract. Beginning in **[Insert Year]**, the annual fee will be adjusted by a maximum of **[Insert Amount]% per year**, subject to approval by the City Council of Mary Esther.

- **Payment** – OWNER agrees to make payments to COMPANY upon completion of work according to the schedule of values, Appendix A hereto.

Section 4 - Services Provided

a. Inspections and Maintenance

The COMPANY will conduct comprehensive inspections and provide all necessary repairs to ensure the tanks remain in proper working condition. Every 2 years, the tanks will be drained, cleaned, and disinfected, in compliance with AWWA standards.

b. Exterior and Interior Renovations

Exterior surfaces will be cleaned and repainted every eight **(8) years**. Interior surfaces will be repainted every **twelve (12) years**, or as needed, based on the condition of the protective liner.

Section 5 - Compliance and Certifications

- All services provided by the COMPANY will comply with standards set forth by the **American Water Works Association (AWWA)**, the **Florida Department of Environmental Protection**, and other relevant authorities.
- The COMPANY will provide the OWNER with **current insurance certificates** prior to commencing any work or upon renewal of any policy.

Section 6 - Liability and Indemnification

a. Limitation of Liability

The COMPANY shall not be liable for any damage to the water storage tanks or related infrastructure caused by **acts of nature, terrorism, vandalism, or any other force majeure events** beyond the COMPANY's control. However, the COMPANY will provide reasonable minor repairs for damage resulting from such events at no additional cost to the OWNER.

b. Indemnification

The COMPANY agrees to indemnify, defend, and hold harmless the OWNER, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- Any negligent acts, errors, or omissions by the COMPANY or its subcontractors, employees, agents, or any individuals performing work on behalf of the COMPANY under this Agreement.
- Any breach of contract or violation of law by the COMPANY related to this Agreement.

The COMPANY's indemnification obligations shall not extend to any liabilities or damages resulting from the OWNER's negligence or willful misconduct.

c. Insurance Requirements

The COMPANY shall maintain adequate insurance coverage for the duration of this Agreement, including but not limited to:

1. **General Liability: Coverage for bodily injury, property damage, and personal injury.**
2. **Automobile Liability: Coverage for owned, non-owned, and hired vehicles.**
3. **Worker's Compensation: Coverage as required by Florida law.**

4. Professional Liability: Coverage for any professional services provided under this Agreement, if applicable.

Certificates of insurance must be provided to the OWNER prior to commencing any work, and all policies shall name the City of Mary Esther as an additional insured.

The COMPANY shall provide the OWNER with **certificates of insurance** evidencing such coverage prior to commencing any work and upon the renewal of any policy. All insurance policies shall name the City of Mary Esther as an **additional insured**.

d. Compliance with Laws

The COMPANY shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement. This includes, but is not limited to, laws related to environmental protection, health and safety, and labor regulations.

Section 7 - Cancellation Clause

This contract may be canceled by the OWNER only if a notice of intent to cancel is received by the COMPANY, in writing, via registered mail and signed by the appropriate city official, no later than **[Insert Notice Period]** prior to the contract's anniversary date. Cancellation must be authorized during a regular or special meeting of the City Council, with a copy of the meeting minutes provided to the COMPANY.

The COMPANY may not cancel the contract for any reason other than non-payment by the OWNER.

Section 8 - Legal Considerations

This Agreement shall be governed by the laws of the State of Florida. Any disputes that result in litigation shall be resolved in **Okaloosa County**, and the **prevailing party** shall be entitled to recover reasonable attorneys' fees and other related costs.

Section 9 - Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of the OWNER's sovereign immunity as set forth in **Section 768.28, Florida Statutes**. The OWNER specifically reserves all rights to sovereign immunity.

Section 11 - Additional Clauses

- Inflation adjustments for the maintenance program will be capped at **[Insert Amount] per year**, subject to approval by the City Council of Mary Esther.
- The COMPANY will provide a **formal Safety Program** outlining safety procedures, including worker protection, confined space protocols, and fall protection measures.
- The COMPANY shall furnish evidence of registration with the **State of Florida** and hold a valid **Florida contractor's license**.
- The COMPANY must disclose any contract cancellations or litigations from the past five (5) to ten (10) years, including contact information and explanations.

Section 10 - Entire Agreement

This Agreement, along with the attached schedule of work and specifications, represents the entire contract between the parties. Any modifications to this Agreement must be made in writing and signed by both parties.

OWNER:

City of Mary Esther

[Signature and Date]

[Print Name and Title]

COMPANY:

[Contractor's Name]

[Signature and Date]

[Print Name and Title]



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOULLIS, ANTHONY MICHAEL

RAZORBACK LLC
177 ANCLOTE RD
TARPON SPRINGS FL 34689

LICENSE NUMBER: CGC1526612

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



653422

AMPP™ Certificate of Achievement

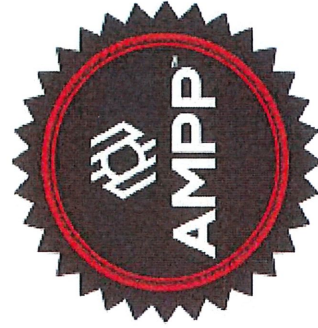
The Association for Materials Protection and Performance Recognizes

Anthony Houllis

As a Certified

Certified Coatings Inspector


Executive Director
AMPP



Expires
December 31, 2026
Cert No. S-70262



Certificate of Completion

NACE International acknowledges that

Anthony Houllis

has successfully completed the
Ethics for the Corrosion Professional e-Course and has
earned 2 professional development hours.

10/26/23

Pamela Nicoletti, Education Director

This certificate of Completion denotes successful completion of the NACE course,
and should not be interpreted as the award of a NACE Institute Certification.





CERTIFICATE OF COMPLETION

This certifies that

Codi Pilcher

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction



CEUs
3.0



Credit Hours
30.00



Completion Date
08/22/2023



Jason Cole

Jason Cole, Trainer C 26-0113289 and G 26-0083906

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 877.881.2235 | www.360training.com

CERTIFICATE OF COMPLETION

This card confirms that:

Codi Pilcher

Date: 09/07/2023

Has completed the OSHA 1926
4-hour Competent Person
Confined Space training.

Instructor: J. Ryan Padgett



WELDER QUALIFICATION TEST RECORD AWS D1.6 - Structural Welding Code - Stainless Steel

Name: Delbert Hoskins		Social Security Number: XXX-XX-5765	
Qualified to Welding Procedure Specification (WPS) No. FX-SS-2G		Welder Qualification Range: DC electrode +	
Variables		Qualification Range	
Process / Type	DC electrode +	FCAW	FCAW
Current / Polarity	2G	-	Flat & Horizontal
Position	-	-	(See below for Pipe)
Weld Progression	N/A	-	N/A
Backing (With or Without)	With Backing	-	With Backing (CJP)
Material / Spec.	316 to 316	-	Stainless Steel / Carbon Steel
Base Metal	1/2"	-	1/8" - 1" (weld deposit)
Thickness: (Plate)	-	-	-
Groove	-	-	-
Fillet	-	-	-
Thickness: (Pipe / Tube)	-	-	2 7/8" & up Pipe Grooves (F, H, Only)
Groove	-	-	Flat & Horizontal - Pipe Fillets
Fillet	-	-	-
Diameter: (Pipe)	-	-	-
Filler Metal	AWS E 22	-	-
Spec. No.	E316LT-1	-	-
Class	F 6	-	-
F.No.	F 6	-	-

VISUAL INSPECTION		Acceptable YES ☒ NO ☐	
GUIDED BEND TEST RESULTS			
Type	Side Bend	Per Test Coupon	Result
Side Bend	Pass	Side Bend	Pass
FILLET TEST RESULTS			
Appearance	-	Fillet Size	-
Fracture Test Root Penetration	-	Macroetch	-
Inspected by	Chris Utman CWI # 13072881	Test/Lab No.	9104
RADIOGRAPHIC TEST RESULTS			
Film Identification Number	Results	Remarks	Results
Test Number	Test Date	Test Date	Test Date
Interpreted by	Chris Utman CWI # 13072881	Test Number	Test Date
Organization	Chris Utman CWI # 13072881	Test Date	Test Date

We the undersigned, certify that the statements in this record are correct and that the test welds were prepared, welded, and tested in conformance with the requirements of Clause 6 of AWS D1.6 Structural Welding Code-Stainless Steel (2017).

Signed by: **Chris Utman CWI # 13072881**

Tested For: **D&S Steel, Inc.**

Tested by: **WELDTST SERVICES**
2781 SE 48th Ave.
Trenton, FL 32693
388-454-0213
www.weldtestservices.com

Date Tested: **03/11/2021**

Tested For: **Dunnellon, FL 34431**

ANS D1.1/D1.1M:2010

WELDER, WELDING OPERATOR, OR TACK WELDER QUALIFICATION TEST RECORD

Name: Delbert P. Hoskins		Identification No. 1242015	
Type of Welder: Structural and Miscellaneous Steels		Date: 12/2015	
Welding Procedure Specification No. NA		Record Actual Values Used in Qualification: SMW	
Variables		Qualification Range	
Process/Type [Table 4.12, Item (1)]	SMW	SMW	SMW
Electrode (single or multiple) [Table 4.12, Item (7)]	SINGLE	SINGLE	Single
Current/Polarity	AC/EP	AC/EP	AC/EP
Position [Table 4.12, Item (4)]	6G	6G	All
Weld Progression [Table 4.12, Item (5)]	UP	UP	UP
Backing (YES or NO) [Table 4.12, Item (6)]	No	No	NO
Material/Spec.	10	10	10
Base Metal	NA	NA	NA
Thickness: (Plate)	20	20	1/4" - 1/2"
Groove	Groove	Groove	yes
Fillet	2"	2"	up to 2"
Diameter: (Pipe)	Groove	Groove	yes
Groove	NA	NA	yes
Filler Metal [Table 4.12]	A5.5	A5.5	NA
Spec. No.	EPWES-2	EPWES-2	NA
Class	F4	F4	NA
F.No.	Argon	Argon	NA
Gas Flux Type [Table 4.12]	Other	Other	NA

VISUAL INSPECTION (4.9.1)		Acceptable YES or NO YES	
GUIDED BEND TEST RESULTS (4.31.5)			
Type	Root	Face	Result
Root	Passed	Passed	Passed
Face	Passed	Passed	Passed
FILLET TEST RESULTS (4.31.2.3 and 4.31.4.1)			
Appearance	NA	Fillet Size	NA
Fracture Test Root Penetration	NA	Macroetch	NA
(Describe the location, nature, and extent of any crack or tearing of the specimen.)			
Inspected by	Chris Utman CWI # 13072881	Test Number	DPHEG
Organization	Chris Utman CWI # 13072881	Date	12/2015
RADIOGRAPHIC TEST RESULTS (4.31.3.2)			
Film Identification Number	Results	Remarks	Results
Test Number	Test Date	Test Number	Test Date
Interpreted by	Chris Utman CWI # 13072881	Test Number	Test Date
Organization	Chris Utman CWI # 13072881	Test Date	Test Date

We the undersigned, certify that the statements in this record are correct and that the test welds were prepared, welded, and tested in conformance with the requirements of Clause 4 of AWS D1.1/D1.1M (1999) Structural Welding Code—Steel.

Signed by: **Chris Utman CWI # 13072881**

Tested For: **D&S Steel, Inc.**

Tested by: **WELDTST SERVICES**
2781 SE 48th Ave.
Trenton, FL 32693
388-454-0213
www.weldtestservices.com

Date Tested: **03/11/2021**

Tested For: **Dunnellon, FL 34431**

ANSI D1.1/D1.1M2010

WELDER, WELDING OPERATOR, OR TACK WELDER QUALIFICATION TEST RECORD

Type of Welder	Structural and Mechanical Welds	Welding Procedure Specification No.	NA	Rev	NA	Identification No.	1242016
Name	Justin Starnel						
Variables Process/Type [Table 4.12, Item (1)] Electrode (single or multiple) [Table 4.12, Item (7)] Current/Polarity Position [Table 4.12, Item (4)] Weld Progression [Table 4.12, Item (6)] Backing (YES or NO) [Table 4.12, Item (6)] Material/Spec. Base Metal Thickness: (Plate) Groove Fillet Thickness: (Pipe/tube) Groove Fillet Diameter: (Pipe) Groove Fillet Filler Metal [Table 4.12] Spec. No. Class F.No. [Table 4.12, Item (2)] Gas/Flux Type [Table 4.12] Other							
Record Actual Values Used in Qualification		Qualification Range					
SMAW		SMAW		Single			
6G		6G		All			
No		No		No			
NA		NA		NA			
Groove		Groove		Yes			
NA		NA		NA			
A5.5		A5.5		NA			
E6010-2		E6010-2		NA			
A201		A201		NA			

VISUAL INSPECTION (4.3.1) Acceptable YES or NO YES			
Type	Result	Type	Result
Root	Passed	Root	Passed
Face	Passed	Face	Passed
Fillet Test Results (4.31.2.3 and 4.31.4.1) Fillet Size Fracture Test Root Penetration Macroetch Inspected by Organization			
Test Number Date			
RADIOGRAPHIC TEST RESULTS (4.31.3.2) Film Identification Number Results Remarks			
Interpreted by Organization Wa, the undersigned, certify that the statements in this record are correct and that the test welds were prepared, welded, and tested in conformance with the requirements of Clause 4 of ANSI D1.1/D1.1M, () Structural Welding Code—Steel.			
Manufacturer or Contractor D & S Steel Inc.		Authorized By	
Date		Date	

177 ANCLOTE ROAD
TARPON SPRINGS, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

AWS D1.1/D1.1M2010

WELDER, WELDING OPERATOR, OR TACK WELDER QUALIFICATION TEST RECORD

Name	Code A. Piller	Identification No.	NA	Rev	NA	Date	12/20/16
Welding Procedure Specification No.	NA	NA	NA	NA	NA	NA	NA
Variables	Record Actual Values Used in Qualification	Qualification Range					
Process/Type [Table 4.12, Item (1)]	SMW	SMW					
Electrode (single or multiple) [Table 4.12, Item (7)]	6G	6G					
Position [Table 4.12, Item (4)]	6G	6G					
Backing (YES or NO) [Table 4.12, Item (5)]	NO	NO					
Material/Spec.	NA	NA					
Base Metal	NA	NA					
Thickness: (Plate)	NA	NA					
Fillet	NA	NA					
Groove	NA	NA					
Thickness: (Pipe/Tube)	NA	NA					
Ends	NA	NA					
Fillet	NA	NA					
Diameter: (Pipe)	NA	NA					
Groove	NA	NA					
Fillet	NA	NA					
Filler Metal [Table 4.12]	NA	NA					
Spec. No.	NA	NA					
Class	NA	NA					
F-No. [Table 4.12, Item (2)]	NA	NA					
Gas/Flux Type [Table 4.12]	NA	NA					
Other	NA	NA					

VISUAL INSPECTION (4.3.1)		Acceptable	YES or NO	YES
Guided Bend Test Results (4.31.5)		Result	Pass	Pass
Type	Root	Face	Result	Pass
Root	Face	Result	Pass	Pass
Face	Result	Pass	Pass	Pass
Fillet Test Results (4.31.2.3 and 4.31.4.1)		Fillet Size	NA	NA
Fracture Test Root Penetration		Macroetch	NA	NA
Inspect by		Inspect by	NA	NA
Organization		Organization	NA	NA
Test Number		Test Number	NA	NA
Date		Date	12/20/16	12/20/16

RADIOGRAPHIC TEST RESULTS (4.31.3.2)		Film Identification	Results	Remarks
Film Identification	Results	Results	Results	Remarks
Interpreted by	Interpreted by	Test Number	Test Number	Test Number
Organization	Organization	Date	Date	Date
We, the undersigned, certify that the statements in this record are correct and that the test welds were prepared, welded, and tested in conformance with the requirements of Clause 4 of AWS D1.1/D1.1M (2010) Structural Welding Code—Steel.				
Manufacturer or Contractor		D & S Steel	Authorized By	Authorized By
Date		January 24, 2016	Date	January 24, 2016

AWS D1.1 Structural Welding Code—Steel

WELDER, WELDING OPERATOR, OR TACK WELDER
PERFORMANCE QUALIFICATION TEST RECORD

Name	Brandyn N. Sheffield	Test Date	6/21/2016
ID Number	XX-xx-0137	Test No.	
Lab No.	6945	WPS No.	6G-2-SM-WB
Company	D & S Steel	Qualified To	AWS D1.1 2015
Address	Dunnellon, FL 34431		

Base Material	ASTM A53	Type or Grade	1	Size (NPS)	2"	Thickness	2.375"
Welded To	ASTM A53	Actual Values	1	Size (NPS)	2"	Thickness	2.375"
VARIABLES		Actual Values		RANGE QUALIFIED			
Type of Weld Joint	Groove Fig. 9.22(B)	Group 1 to Group 1		Any AWS D1.1 Qualified Base Metals			
Base Metal							
Plate Thickness							
Pipe/Tube Thickness							
Pipe Diameter							

Welding Process	SMW	Manual	With Backing	SMW
Type (manual, Semi-automatic, Mechanized, Automatic)	Manual	Manual	With Backing	Manual
Backfill	E7018	Manual	With Backing	Manual
Filler Metal (AWS Spec.)	A5.1	Manual	With Backing	Manual
AWS Classification	F4	Manual	With Backing	Manual
F-Number	6G	Manual	With Backing	Manual
Position	6G	Manual	With Backing	Manual
Groove - Plate & Pipe ≥ 24 in	6G	Manual	With Backing	Manual
Groove - Pipe < 24 in	6G	Manual	With Backing	Manual
Fillet - Plate & Pipe ≥ 24 in	6G	Manual	With Backing	Manual
Fillet - Pipe < 24 in	6G	Manual	With Backing	Manual
Progression	Vertical Uphill	Manual	With Backing	Manual
Single or Multiple Electrodes	Single	Manual	With Backing	Manual
Gas/Flux Type	Single	Manual	With Backing	Manual

TEST RESULTS		Acceptance Criteria	Results	Remarks
Visual Examination per 9.25		Table 9.16	Acceptable	
2 Face Bends per 4.9.3.1 and Fig. 4.8		4.9.3.3	Acceptable	
2 Root Bends per 4.9.3.1 and Fig. 4.8		4.9.3.3	Acceptable	

CERTIFICATION	WELDTST SERVICES, LLC	Stamp
Test Conducted By	3500 NE 71st AVE	
	High Springs, FL 32643	
	(386) 454-0213	
	www.weldtestservices.com	

We, the undersigned, certify that the statements in this record are correct and that the test welds were prepared, welded and tested in accordance with the requirements of Clause 4 of AWS D1.1/D1.1M (2015) Structural Welding Code—Steel

Manufacturer or Contractor: D & S Steel
Signed by: Chris Uman
Date: 6/22/16

FLORIDA PROTECTIVE COATINGS SERVICES, INC.

Independent Representative of Tnemec Company, Inc.

13701 Southwest 24th Street

Davie, FL 33325

TEL: 407-322-1243

www.tnemec.com/fpcs



January 5, 2022

Razorback, LLC

177 Anclothe Road

Tarpon Springs, FL 34689

Attn: To Whom it May Concern

Certificate of Applicator Approval

This letter is written in reference to the application of Tnemec coatings, and it is to ensure the great workmanship capabilities of Razorback, LLC. Razorback employs experienced personnel who are qualified to perform applications of Tnemec Protective Coatings to our high expectations.

Razorback, LLC. is an approved applicator of Tnemec products.

If additional information or discussion is required please give me a call or write me an e-mail.

Regards,

Chad Holmes

FPCSI / TNEMEC

CHolmes@tnemec.com

(727)201-6706



February 9, 2022

Anthony Houllis
Razorback LLC
177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500

[]

Dear Anthony,

This letter will serve as certification that Razorback LLC is an approved applicator of the Sherwin-Williams Company Protective, Marine, Architectural, AW Cook Cement, General Polymers, and Control Tech Coating Systems. | Razorback LLC is qualified as a warrantied contractor with Sherwin Williams products in accordance with Sherwin Williams and other Engineer's Specifications. If you have any questions or need further information, please don't hesitate to contact me.

Sincerely,

Todd M. Kreitz

Todd Kreitz
Territory Manager, Water & Wastewater
Sherwin-Williams Company
Protective & Marine Coatings Group
Cell: 941-812-4508
Fax: 941-896-3449
Email: todd.kreitz@sherwin.com
NACE Level III Certified Coatings Inspector #11119

State of Florida

Department of State

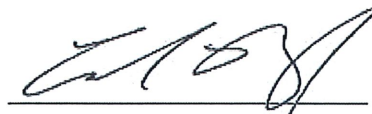
I certify from the records of this office that RAZORBACK LLC is a limited liability company organized under the laws of the State of Florida, filed on September 18, 2008.

The document number of this limited liability company is L08000089307.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 8, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2024*




Secretary of State

Tracking Number: 6472851876CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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

Detail by Entity Name

Florida Limited Liability Company

RAZORBACK LLC

Filing Information

Document Number L08000089307
FEI/EIN Number 26-3447303
Date Filed 09/18/2008
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 02/22/2011

Principal Address

177 Anclote Road
TARPON SPRINGS, FL 34689

Changed: 02/08/2021

Mailing Address

177 Anclote Road
TARPON SPRINGS, FL 34689

Changed: 02/08/2021

Registered Agent Name & Address

HOULLIS, ANTHONY M
276 KNOLLWOOD ROAD
TARPON SPRINGS, FL 34688

Authorized Person(s) Detail

Name & Address

Title MGRM

HOULLIS, ANTHONY M
276 KNOLLWOOD ROAD
TARPON SPRINGS, FL 34688

Annual Reports

Report Year	Filed Date
2022	01/26/2022

2023	01/23/2023
2024	02/08/2024

Document Images

02/08/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
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01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- REINSTATEMENT	View image in PDF format
03/04/2009 -- ANNUAL REPORT	View image in PDF format
09/18/2008 -- Florida Limited Liability	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2024

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 SUNZ Insurance Solutions, LLC. ID: (TLR) c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	CONTACT NAME: Workers' Comp Department PHONE (A/C, No, Ext): 727-520-7676 x 3 E-MAIL ADDRESS: certs@encorehr.com FAX (A/C, No): 727-525-3862														
INSURED TLR of Bonita, Inc dba EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : SUNZ Insurance Company</td><td>34762</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SUNZ Insurance Company	34762	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : SUNZ Insurance Company	34762														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 79922951**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	WC039-00001-024 WC039-00001-023	6/1/2024 6/1/2023	6/1/2025 6/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Razorback LLC
Client Effective: 09/28/2020

CERTIFICATE HOLDER**CANCELLATION**

441 Razorback LLC 177 Anclole Road Tarpon Spngs FL 34689	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 Rick Leonard
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

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 Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677	CONTACT NAME: Denise D'Abato PHONE (A/C, No, Ext): 813-818-5300 E-MAIL ADDRESS: DDAbato@higginbotham.net FAX (A/C, No): 813-818-5396																					
INSURED Razorback LLC 177 Ancote Road Tarpon Springs FL 34689	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Auto-Owners Insurance Company</td><td></td><td>18988</td></tr><tr><td>INSURER B : Landmark American Insurance Company</td><td></td><td>33138</td></tr><tr><td>INSURER C : Shield Indemnity Incorporated</td><td></td><td>16762</td></tr><tr><td>INSURER D : Palms Specialty Insurance Company, Inc.</td><td></td><td>17327</td></tr><tr><td>INSURER E : Federal Insurance Company</td><td></td><td>20281</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Auto-Owners Insurance Company		18988	INSURER B : Landmark American Insurance Company		33138	INSURER C : Shield Indemnity Incorporated		16762	INSURER D : Palms Specialty Insurance Company, Inc.		17327	INSURER E : Federal Insurance Company		20281	INSURER F :		
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COVERAGES

CERTIFICATE NUMBER: 604108528

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	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			LHA114714	7/8/2024	7/8/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5181816000	6/16/2024	6/16/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			02-EXS-500196-01	7/8/2024	7/8/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	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/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D E	Environmental Liability Inland Marine			PACS03-00148 45471971	7/8/2024 10/1/2023	7/8/2025 10/1/2024	Occurrence/Aggregate leased/rented	\$1m/\$2m \$200,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR PROPOSAL PURPOSES ONLY

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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Cover Letter and Company Overview

October 3, 2024

City of Mary Esther
195 Christobal Rd. N
Mary Esther, FL 32569

Re: RFP NO. 2024-08 – Water Storage Tank Maintenance Program

Dear City of Mary Esther:

In response to your Request for Proposals issued August 27, 2024, please find enclosed the qualifications from Southern Corrosion, Inc. Southern Corrosion was founded North Carolina in 1983 and is a leading provider of Engineered Tank Care® (ETC) maintenance programs. For more than forty years, Southern Corrosion has been supplying water tank maintenance and water tank asset management services across 13 Southeastern and Mid-Atlantic States. Our company now provides asset management and tank maintenance services through our Water Tank Management Program to more than 300 water utilities and more than a thousand elevated and ground storage tanks. Our customers range from small, one-tank towns to large cities, counties, special purpose districts, water authorities and industrial clients having up to 30-plus water tanks.

As a family-owned business, Southern Corrosion believes in the value of long-term relationships built on trust and transparency. We pride ourselves on the professionalism of our team, the quality of work we perform, and the way our company views our customers' water tanks - like they are our own. As such, we remain one of—if not the only—provider of similar maintenance services that still operates many of our crews in-house with our own employees. We also have an experienced team of NACE/AMPP certified inspectors that perform washout and annual inspections and a separate quality assurance program with inspectors that are onsite during tank renovations to ensure that the final product meets all standards. A brief overview of our company is available on the following pages noted as *The Southern Corrosion Story* and additional information is available at our website www.tankcare.net.

Southern Corrosion is a subchapter S corporation, incorporated in Halifax County, NC in 1983. James A. Skilton, President, is the person authorized to enter into any agreement. Southern Corrosion is extremely financial solvent.

Southern Corrosion Offices:

Corporate Headquarters: 524 NC Hwy 125
Roanoke Rapids, NC 27850

Engineering Offices: 2216 Winpost Lane
Apex, NC 27502

2012 Glen Meade Road
Wilmington, NC 28403

Related Service Centers: 738 Thelma Road
Roanoke Rapids, NC 27870

1100 LE Voyageur Dr.
Ocean Springs, MS 39564

Number of Employees: 37 employees

Number of In-house Subcontractors (only work for SCI): 48 personnel

Number of External Subcontractors: 4 crews

In supporting our personnel, Southern Corrosion continually invests in a vast array of modern equipment to support our field production. Below is a partial list of equipment owned and operated during maintenance projects:

- Air compressors (185CFM to 750 CFM).
- Welding machines.
- Sandblast pots & blasting appurtenances.
- Spray equipment.
- Pressure washers.
- Hand & power tools.
- Confined space monitors.
- Power swing stages.

Our painting services include various preparation methods including, but not limited to: high pressure washing, hand and power tool cleaning, abrasive blasting, water injected blasting, and vacuum blasting.

Lead abatement services includes the utilization of various forms of exterior dust containment methods including: TeePee containment system, scaffold shrink wrap system, mobile containment structures, negative air dust collectors, and robotic blasting.

Our inspection services include visual inspections with various established methods of inspection. Southern Corrosion also owns multiple remote operated vehicles for in-service inspections. We deploy the use of a drone to assist in quality control inspections.

Throughout the proposal process and continuing through the life of the agreement, Anson Walck and Jim Higgins will serve as the primary contacts for the City. At Southern Corrosion, we believe that our Area Representatives are more than a function of new business development; they are the continual frontline of all customer service and contact, project oversight, quality assurance and ongoing coordination to minimize the impact on City staff as we deliver a comprehensive approach to your tank care needs.

We sincerely hope that you will find our firm's qualifications acceptable, and that we are sizeable enough to meet the various needs required to effectively maintain your storage tanks, yet small enough to deliver extremely personalized service.

Warm regards,



JAMES A. SKILTON

Primary Point of Contact: Anson Walck
anson@tankcare.net 205-516-0438

Jim Higgins
NACE 1 Certified/ sUAS Licensed FAA Drone Pilot
jimhiggins@tankcare.net 601-540-0456

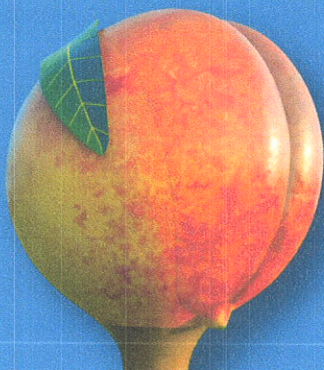
As your direct contact and Account Representative, we look forward to the opportunity to work with the City's entire team throughout the program. Upon your review of this proposal and information,

please contact me with any questions. We are available by phone or email and can provide any additional information or presentations that may assist with your decision moving forward.

Thanks again,

Anson Walck
Jim Higgins
Account Representatives

Company History, Qualifications, References	1
Engineered Tank Care	2
RFP Documents and Engineered Tank Care Proposal	3
Safety Documents	4
Sample Certificate of Insurance	5



"We have enjoyed a long standing relationship with Southern Corrosion and they have always provided us with a quality job at a fair price. I think they are the most customer oriented professional tank maintenance company we have ever dealt with. A rare find in today's world."

• Bryant Fleming •
GAFFNEY BPW, WTP SUPERINTENDENT



THE SOUTHERN CORROSION Story

Southern Corrosion, Inc. was founded in 1983 with a new vision for the care and maintenance of water tanks...a vision founded in the principles of engineering, superior workmanship, and outstanding customer service.

We create customized tank maintenance programs that provide better asset management, better cash flow, and better value for tank owners throughout the Mid-Atlantic and Southeast.

ENGINEERED TANK CARE™

Our programs are designed and approved by on-staff engineers. We focus on tank life and appearance, water quality, and a level of care and attention to detail that is unequalled in our industry. When a tank enters our Engineered Tank Care program, we are fully vested in the life and future of that tank. It's all about maximizing water tank life, keeping tanks looking their absolute best, and making tank management cost-effective, simple, and worry-free.

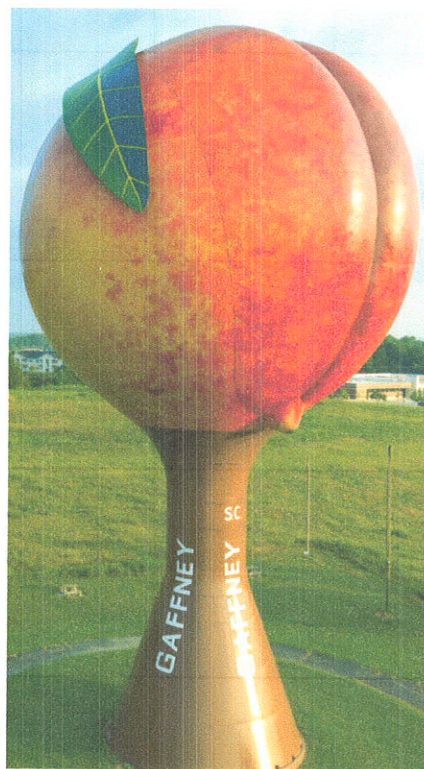
DEPENDABLE, EXPERT TANK CARE

From the initial inspection through the creation and implementation of each custom program, our customers have come to expect superior service and consistent results. We have our own, dedicated crews strategically located throughout our regions and sales representatives that live in the areas they service. We're proud to call our customers friends and neighbors.

You'll know exactly what your tank maintenance is going to cost, when maintenance will be performed, and why it is needed. We work with our customers to make sure that every aspect of their plans fit with their needs and budgets. No surprises. No hidden costs. We take pride in every tank in our program.

Our Engineered Tank Care services include:

- Painting, Restoration, and Repair
- Inspections and Washouts
- Engineered Tank Care™ Maintenance Plans
- Elite Inspections & Maintenance
- Cell Antenna Engineering Analysis





JIM SKILTON, *President*

Jim has been climbing water towers since he was 15 years old, working for his dad Harry Skilton's company in New Jersey. Essentially, Jim has been climbing water towers before he could drive! Jim joined Southern Corrosion in 1985 and became President in 1989. In 2006, Jim's Dad retired and sold Southern Corrosion to Jim and his former business partner's son Elbert Basolis. Jim believes in treating our customers like family. We are dedicated to communicating and coordinating with our customers in every interaction. Jim graduated from the University of Delaware with a BS in Business Administration and a MBA from Campbell University. Jim teaches Engineered Tank Care™ seminars and continuing education classes. When Jim is not working, you can find him traveling, shooting sporting clays, going to the horse races and enjoying Lake Life!



ELBERT BASOLIS, *Co-Owner*

Elbert Basolis is an expert in temporary water tank solutions and co-owner of Southern Corrosion. He is also CEO of Garrison Enterprises, a mechanical contracting company serving the water industry, an owner or active participant in at least six other complementary industrial businesses, and the Co-Chairman of the Board of Yardville National Bank, NA, which was recently purchased by PNC bank. Elbert splits his time between his home in New Jersey and his North Carolina based offices.



ED SOLTIS, *Operations Manager*

Since 1984, Ed has been working on water towers. Ed Soltis is a certified NACE Level 1 coatings inspector and a SSPC C3 Supervisor for Deleading Industrial Structures. He specializes in surface preparation, water tower painting and minor repairs. He has been Southern Corrosion's Manager of Operations since 2008.



ANSON WALCK, *Area Representative*

Anson has been in sales and management for more than 14 years with 5+ years in the water storage maintenance realm. He is an Alabama native, earning his Bachelor's degree from Auburn University and his Master's Degree in Business Administration from Liberty University. Anson has been an enlisted Marine since 2006 and is currently a detachment commander in the Army.



JIM HIGGINS, Area Representative

Jim was born and raised in Louisiana, but has lived in Mississippi since 1999. He was in construction/pipeline for over 15 years as a surveyor, operator and inspector. Jim has worked all over the county on several projects in various types of conditions and material. Licensed/certified as FAA Part 107 Drone Pilot, OSHA 10 & 30, API 1169 and NaCE Level 1 Certified dealing with surface prep and inspections. Jim is married to his wife Jordan and they have 4 children, Micah, Luke, Addison and GraceAnn. He strives for excellence and the standard of what is right. Passionate about playing/writing music, creating a wide spectrum content, hunting, fishing and the outdoors. However, God and family are his most important forever things.



MICHAEL DOUGLAS, Engineer

Michael Douglas has over 40 years of experience in the water and wastewater field. He is a Professional Engineer licensed in 12 states. He has extensive experience with public water supply systems and drinking water regulations. Michael has been with Southern Corrosion since August of 2014. He worked 34 years with the NC Department of Environmental and Natural Resources.(now DEQ). His work experience includes 18 years as a Regional Engineer for the NC Public Water Supply Section-Raleigh Regional Office, 4 years as Plan Review Environmental Engineer with Construction Grants and Loans for wastewater projects and 9 years as Environmental Engineer with Water Supply Assistance Section. Michael holds NC operator certifications for B-Well, B-Surface, C-Distribution and Grade 1-Wastewater. A 1979 graduate of NC State University with a Bachelor of Science in Civil Engineering, Michael is one of our certified trainers in Engineered Tank Care™ water tank maintenance.



DANIEL WILSON, Engineer

Daniel has over 25 years of experience in the water and wastewater industry. A Professional Engineer licensed in 13 states, he previously served as CEO and Executive Director of the NC Rural Water Association from 2007 to 2021. Prior to that he has worked in local government utilities and as a consultant. Daniel is a certified AMPP/NACE level 2 coating inspector and a Certified Association Executive and holds advanced level certifications in water and wastewater operations. He also holds a Bachelor of Science in Civil Engineering from UNC Charlotte and a Masters in Business Administration from East Carolina University. Along with his work with customers in eastern South Carolina, he also presents regularly at industry conferences and training events on a variety of technical, managerial and financial topics.



738 Thelma Road
Roanoke Rapids, NC 27870
P: 800-828-0876 | F: 252-535-3215
SCI@TANKCARE.NET
TANKCARE.NET



ENGINEERED TANK CARE Family Members

ALABAMA

City of Bayou La Batre, AL	3 tanks	Dan McCrory	251-293-4644
Cook Springs Water Authority	3 tanks	Chris Leonard	205-338-4220
Green Pond Water, AL	3 tanks	Clint Murphy	205-938-9367
Huntsboro, AL	1 tank	John Dozier	706-587-8336
Linden, AL	3 tanks	Brenton Barkley	334-341-0269
Owassa-Brownville Water Auth.	2 tanks	Matt Richardson	251-238-1783
Rogersville Water Works and Sewer, AL	1 tank	Shannon Howell	256-710-2192
Roanoke Utilities, AL	3 tanks	Kevin Baldwin	334-338-0653
Pickens County Water Authority, AL	11 tanks	Michael Beavers	205-463-7994
University of Montevallo, AL	1 tank	Coty Jones	205-665-6130
West Lauderdale Water, Florence, AL	7 tanks	Jessica Brown	256-766-8787
West Morgan East Lawrence, Decatur	7 tanks	Jeaniece Slater	256-355-3746

DELAWARE

City of New Castle, DE	2 tanks	Jay Guyer	302-323-2330
City of Milford, DE	4 tanks	Steve Ellingsworth	302-422-1110
City of Rehoboth Beach, DE	2 tanks	Robert Downs	302-227-3194
Town of Bethany Beach, DE	2 tank	Sean Cooper	302-537-0851
Town of Georgetown, DE	2 tanks	Bobby Fletcher	302-856-6045
Town of Blades, DE	1 tank	Lisa Marks	302-629-7366
Town of Dagsboro, DE	1 tank	Cindy Brought	302-732-3777
Town of Frederica, DE	1 tank	Dustan Russum	302-335-5417
City of Harrington, DE	1 tank	Alan Moore	302-398-3530
Town of Magnolia, DE	1 tank	Scott Fowler	302-335-5891
Town of Middletown, DE	2 tanks	Morris Deputy	302-378-9120
Town of Selbyville, DE	2 tanks	Stacey Long	302-436-8314

"I wanted to take a few minutes to let you know the City of Milford and myself appreciate your kindness and quality of work you do for Southern Corrosion. Dealing with 4 Water Towers in a City our size is a huge undertaking. Thanks for checking in with us and also the help on maintenance and yearly contract agreement. You have always been available to respond to some of my crazy calls on lighting and find switches I didn't even know about."

• Steve Ellingsworth •

SUPERVISOR WATER AND WASTEWATER • CITY OF MILFORD, DE



Delaware State Fair, DE	1 tank	George Scuse Jr.	302-398-7008
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FLORIDA

City of Chiefland, FL	6 tanks	Shane Keene	352-493-6711
City of Homestead, FL	3 tanks	Eli Thomas-Reyes	305-224-4772
Town of Highland Beach, FL	2 tanks	Sergio Gonzalez, Jr.	561-283-2764
City of Longwood, FL	4 tanks	Andrew Marsian	407-263-2378
City of Monticello, FL	3 tanks	Steve Wingate	850-342-0293
City of Wauchula, FL	2 tanks	Todd Mckinnish	863-559-1908
Fantasy of Flight – Polk City, FL	1 tank	Sara Jo Smith	863-287-4724
FL Institute of Neurologic Rehabilitation, FL	3 tanks	Tim Bryant	863-781-0381
Indian River Estates, Inc	1 tank	Dawn Dube	863-692-1433
Jefferson Communities Water	2 tanks	Julie Conley	850-519-7099
Midway Water, Gulf Breeze, FL	4 tanks	Greg DeLapp	850-932-5188
Town of Bowling Green, FL	2 tanks	Jerry Conerly	863-375-2255
Town of Havana, FL	2 tanks	Howard McKinnon	850-539-2820
Farm Hill Utilities, Cantonment, FL	3 tanks	Shawn Condon	850-554-5022
City of Dade City, FL	3 tanks	Corey Myllenbeck	813-737-0247
Town of Dundee, FL	2 tanks	Tracy Mercer	863-370-2996
City of Zephyrhills, FL	3 tanks	C.J. Funnell	813-235-3520

GEORGIA

City of Leslie, GA	1 tank	Jessie Rees	229-874-1259
City of Lone Oak, GA	1 tank	Phillip Dow	706-637-9094
City of Riceboro, GA	3 tanks	Bill Austin	912-884-2986
City of Richmond Hill, GA	1 tank	Todd Neal	912-237-8572
City of Villa Rica, GA	4 tanks	John Bain	678-840-1210
City of Winder, GA	8 tanks	Jeff Williams	770-616-6217
Upson County, GA	2 tanks	Dwight Smith	706-647-3513

KENTUCKY

City of Burkesville, KY	3 tanks	Joe Appleby	270-864-5391
Mountain Water District, Pikeville, KY	39 tanks	Roy Sawyers	606-631-9162

MARYLAND

Benedictine School, MD	1 tank	Scott Evans	410-634-2112
Cambridge Municipal	6 tanks	Ed Bramble	410-228-5440



"Southern Corrosion inspected our Elevated & Ground Storage Tanks inside & out & gave thorough, detailed inspection results. They moved quickly to schedule appointments for repairs & acted upon them in a Very Timely matter!!!"

• Eddie Jefferson •
CITY OF HOLLY SPRINGS, MS

Utilities Commission, MD			
Chesapeake Ranch Water Co.			
Lusby, MD	2 tanks	Ned Prince	410-326-4122
City of Aberdeen, MD	6 tanks	Curtis Ball	410-272-2650
City of Brunswick, MD	2 tanks	Matt Campbell	301-834-7500
City of Taneytown, MD	2 tanks	Kevin Smeak	410-751-1100
Cross Pointe Church, Salisbury, MD	1 tank	David Hooper	443-614-4384
Town of Hancock, MD	3 tanks	Carlton Parry	240-707-7963
Harford County, MD	15 tanks	Larry Slattery	410-638-3000
Potomac Heights, MD	1 tank	Stephanie Moody	301-681-2399
Scientist Cliffs Assoc., MD	1 tank	Steve Dean	410-586-0602
Sherwood Forest Water, MD	1 tank	Dominic Loane	410-841-6300
Somerset County Sanitary District	3 tanks	Earl Ludy	410-651-0268 x 3502
Tidewater Direct LLC	2 tanks	Geoffrey Eisenberg	443-854-4294
Town of Berlin, MD	2 tanks	Jamey Latchum	410-641-3845
Town of Betterton, MD	1 tank	Tom Mogle	410-348-5522
Town of Centreville, MD	3 tanks	Clifford Matthews Jr.	410-758-1180
City of Cumberland, MD	7 tanks	Robert Smith	301-759-6601
Town of Delmar, MD	2 tanks	Sophia Oberton	302-846-3696
Town of Denton, MD	4 tanks	Mark Chandler	410-479-5446
Town of East New Market, MD	1 tank	Michelle Jackson	410-943-8112
Town of Federalsburg, MD	2 tanks	Larry DiRe	410-754-8173
Town of Galena, MD	2 tanks	Warren Walters	410-648-5151
Town of Hebron, MD	1 tank	Melinda Stafford	410-742-555
Town of Hurlock, MD	1 tank	Eric Barnhart	410-943-4181
Town of Keedysville, MD	1 tank	Lisa Reiner	301-432-5795
Town of La Plata, MD	3 tanks	Bobby Stahl	301-934-8421
Town of Middletown, MD	1 tank	Bruce Carbaugh	301-371-6171 x 107
Town of Preston, MD	1 tank	Amber Korell	410-673-7929
Town of Ridgley, MD	1 tank	David Crist	410-634-2177
Town of Rock Hall, MD	2 tanks	Bob Resele	410-639-7611
Town of Secretary, MD	1 tank	BJ Gullion, III	443-786-4050
Town of Sharptown, MD	1 tank	Doug Gosnell	410-883-3767
Town of Thurmont, MD	1 tank	Harold Lawson	240-674-0086
Town of Trappe, MD	1 tank	Steve Callahan	410-443-0087
Town of Vienna, MD	1 tank	Cindy McFarlane	410-376-3442



Town of Walkersville	3 tanks	Joseph Birch	301-845-4500
Town of Williamsport, MD	1 tank	Chad Rooney	301-223-7711
Town of Willards, MD	2 tanks	Pete Merkl	410-835-8192

MISSISSIPPI

Adams County, MS	10 tanks	Ken Herring	601-446-6616
Algoma Water Assoc., MS	4 tanks	Ricky Jagers	662-419-1105
Alpine Water Association, MS	1 tank	Teresa O'Callaghan	662-869-2049
City of Batesville, MS	4 tanks	Newt Benson	662-563-4576
City of Brandon	5 tanks	Randy Moorhead	601-383-2769
City of Ecru, MS	3 tanks	Gable Todd	662-489-3881
City of Eupora, MS	6 tanks	Odie Avery	662-552-3248
City of Fulton, MS	11 tanks	Paul Walker	662-862-4929
City of Holly Springs, MS	4 tanks	Clayton Moore	662-252-9976
City of Lucedale, MS	2 tanks	Kevin Cochran	601-508-9619
City of Magee, MS	4 tanks	Dale Berry	601-849-3344
City of Okolona, MS	3 tanks	Harold Jolly	662-447-5761
City of Olive Branch, MS	17 tanks	Scott Phillips	662-892-9200
City of Purvis, MS	2 tanks	Catherine Kemp	601-794-2472
City of Ripley, MS	7 tanks	Ricky Martin	662-587-1058
City of Sherman, MS	1 tank	Clint Long	662-871-2521
City of Verona, MS	2 tanks	Bobby Williams	662-566-2211
Clayton Village Water Assoc, MS	6 tanks	Delvin McClain	662-312-4145
East Pike Water Assoc., MS	2 tanks	Jeff Brown	601-810-0169
East Pontotoc Water Association, MS	3 tanks	Pistol Russell	662-489-9638
Friendship Community Water, MS	2 tanks	Jeff Brown	601-810-0169
Hiwannee Water Assoc. Waynesboro	6 tanks	Brent Graham	601-410-7127
Improve Water Association, MS	2 tanks	Tony Thomas	601-303-2156
Jayess Topeka Tilton Water, MS	4 tanks	Anthony Guy	601-810-7002
Keownville Rural Water Assoc	2 tanks	Dan Richey	662-316-6626
Lafayette Springs Water Assoc, MS	3 tanks	Daniel Allen	662-832-5462
Lexie Water Association, MS	5 tanks	Cathy Mitchell	601-814-0998
Magee's Creek Water,	10 tanks	Travis Marbury	601-303-7067
Stone Utility Association	4 tanks	Heather Lazana	601-716-5590
Sanders Water Association, MS	3 tanks	Bruce Jenkins	662-234-6859
Town of Centreville	2 tanks	David Walker	601-810-9428
Town of Mize, MS	2 tanks	Pam Holder	601-733-2221
Town of Mount Olive, MS	2 tanks	Cliff Kelly	601-797-3496
Town of Nettleton, MS	3 tanks	Randy Parchman	662-871-2300
Town of Plantersville, MS	2 tanks	Terry Roberts	662-321-3775



NORTH CAROLINA

Beaufort County, NC	16 tanks	Christina Smith	252-327-9627
Bell Arthur Water Corp, NC	5 Tanks	Ed House	252-752-6252
Bertie County, NC	10 tanks	Ricky Spivey	252-794-4427
Bladen County, NC	9 tanks	Alan Edge	910-862-6996
Brunswick County, NC	12 tanks	Bob Tweedy	910-253-2657 x 2680
Camden County, NC	2 tanks	David Cradle	252-207-6874
Chowan County, NC	7 tanks	David Tawes	252-482-7477
City of Clinton, NC	8 tanks	Travis Anderson	910-592-1961 or 910-214-5437
City of Elizabeth City, NC	3 tanks	Amanda Boone	252-337-6628
City of Graham, NC	1 tank	Tanya	336-266-6458
City of Henderson, NC	3 tanks	Frank Frazier	252-431-6026
City of Lenoir, NC	9 tanks	Radford Thomas	828-757-2219
City of Mocksville, NC	3 tanks	Jeff Bean	336-751-2635
City of Mount Airy, NC	5 tanks	Martin Semones	336-786-3595
City of Rocky Mount, NC	12 tanks	Jonathan Boone	252-972-1299
City of Southport, NC	1 tank	David Fox	910-457-7936
Energy United Water, NC	5 tanks	Rod Watts	704-585-6518
Fairway Ridge Water Association, NC	1 tank	Phillip Shepherd	336-877-4716
Gates County, NC	3 tanks	Timothy Wilson	252-357-1240
Halifax County, NC	11 tanks	Greg Griffin	252-583-1451
Hertford County, NC	5 tanks	Gilbert Stethen	252-358-7867 or 252-395-1418
Jones County, NC	7 tanks	Garreth Harvel	252-571-1625
Kerr Lake Regional Water, NC	1 tank	Christy Lipscomb	252-438-2141
Martin County, NC	4 tanks	Robby Whitaker	252-799-7310
Martin Co Reg Water, NC	1 tank	Julius Patrick	252-551-1561
Mill Springs POA – Franklin, NC	6 tanks	Henry Griffin	478-396-2542
Nash County, NC	5 tanks	Derek Hawkes	252-462-2613
Northampton Co, NC	15 tanks	Kirk Rogers	252-534-6341
Ocracoke Sanitary District, NC	1 tank	Scott Brady	252-92-0321



"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

• Macon Robertson •
WARREN COUNTY, NC



Pasquotank County, NC	12 tanks	Charles Tipton	252-331-9028
Perquimans County, NC	11 tanks	Nick Lollies	252-426-8484
Piedmont Triad Water, NC	4 tanks	Gregory Flory	336-498-5510
Richmond County, NC	9 tanks	Jerry Austin Jr	910-997-8338
Roanoke Rapids	4 tanks	Dan Brown	252-537-9137
Sanitary District, NC			
Robeson County, NC	21 tanks	Myron Neville	910-671-3488
Sampson County Public Works, NC	4 tanks	Mark Turlington	910-990-7944
Southern Wayne Sanitary District, NC	4 tanks	Cliffy Newby	919-731-2520
Stokes County Schools, NC	7 tanks	Ricky Goins	336-591-4282
Stokes Regional Water Corp	2 tanks	Ray Baldree	252-752-6252
Town of Ahoskie, NC	3 tanks	Steve Lassiter	252-287-7077
Town of Atlantic Beach, NC	2 tanks	Marc Shulze	252-726-1366
Town of Aulander, NC	1 tank	Johnna Browne	252-345-3541
Town of Aurora, NC	1 tank	Terry Groome	252-322-5208
Town of Bailey, NC	2 tanks	Joel Killion	252-235-4977
Town of Beaufort, NC	2 tanks	Wade Keeler	252-728-2130
Town of Beech Mountain, NC	10 tanks	Robert Pudney	828-387-4236
Town of Belhaven, NC	2 tanks	Sonny Graham	252-945-3787
Town of Beulaville, NC	1 tank	Lori Williams	910-298-4647
Town of Broadway, NC	1 tank	John Godfrey	919-258-9922
Town of Bryson City, NC	5 tanks	Tom Shook	828-488-3335
Town of Cameron, NC	1 tank	Davis Reynolds	910-245-3212
Town of Chocowinity, NC	3 tanks	Kevin Brickhouse	252-946-9568
Town of Cofield, NC	1 tank	Steve Lassiter	252-287-7637
Town of Columbia, NC	1 tank	Rhett White	252-796-2781
Town of Elm City, NC	1 tank	Dina Owens	252-236-4917
Town of East Arcadia, NC	1 tank	Lenard Hall	910-655-4388
			Cell 622-6932
Town of Edenton, NC	2 tanks	Roy Alons	252-482-4111
Town of Enfield, NC	2 tanks	Mike Powell	252-578-1537
Town of Fair Bluff, NC	2 tanks	Al Leonard	910-653-3458
Town of Fairmont, NC	2 tanks	Ronnie Seals	910-628-0064
Town of Falcon, NC	1 tank	Clifton Turpin, Jr.	910-980-1355
Town of Franklin, NC	7 tanks	Bill Deal	828-524-2516
Town of Fremont, NC	1 tank	Tim Howle	919-242-4173
Town of Green Level, NC	1 tank	Daniel Gerald	336-578-3443
Town of Greenevers, NC	1 tank	Emma Brinson	910-289-3078
Town of Harkers Island, NC	1 tank	James Nelson	252-723-3118
Town of Harrellsville, NC	1 tank	Dina White	252-356-4499
Town of Hertford, NC	2 tanks	Dawn Bell	252-333-2783
Town of Hillsborough, NC	5 tanks	Ken Keel	919-732-1270 x 75
Town of Hobgood, NC	2 tanks	Thomas Ellis	252-578-1733
Town of Hookerton, NC	1 tank	Bobby Taylor	252-747-2201
Town of Jackson, NC	1 tank	Jason Morris	252-534-3811

"As the mayor of a small town, the budget is always tight. Unplanned water tank related expenses can break a budget. Southern Corrosion's maintenance program has allowed us to plan and budget for the care of our water tank. The service is affordable and now we don't worry about our water tank."

• Ed Furtick •

MAYOR THE TOWN OF SPRINGFIELD, SC

Town of Jamesville, NC	1 tank	Kimberly Cockrell	252-792-5006
Town of Kill Devil Hills, NC	1 tank	Derek Dail	252-480-4085
Town of Kure Beach, NC	2 tanks	Sonny Becker	910-458-8216
Town of Lake Lure, NC	1 tank	Tony Hennessee	828-625-9983
Town of Laurel Park, NC	8 tanks	Andrew Griffin	828-693-4840
Town of Leland, NC	1 tank	Jimmy Strickland	910-332-4651
Town of Liberty, NC	3 tanks	Chris Taylor	336-622-4276
Town of Littleton, NC	1 tank	Wanda Clark	252-586-2709
Town of Marshville, NC	1 tank	Bivens Steel	704-624-2515
Town of Maysville, NC	1 tank	Edward Waltz	910-743-4441
Town of Middlesex, NC	2 tank	Luther Lewis	252-235-5761
Town of Mount Olive, NC	4 tanks	Deems Blanton	919-738-1025
Town of Murfreesboro, NC	2 tanks	Teresa Duke	252-398-4888 x 242
Town of Norlina, NC	1 tank	Blaine Reese	252-456-3325
Town of Norwood, NC	3 tanks	John Mullis	704-690-1074
Town of Oak Island, NC	4 tanks	David Kelly	910-278-5011
Town of Ocean Isle Beach, NC	2 tanks	Debbie Sutton	910-579-3469
Town of Old Fort, NC	4 tanks	Tony Webb	828-668-4244
Town of Ossipee	1 tank	Richard Overman	336-584-4258
Town of Pine Knoll Shores, NC	2 tanks	Ernie Randolph	252-247-4353
Town of Powellsville, NC	1 tank	James Peele	252-332-5933
Town of Red Springs, NC	3 tanks	James Bennett	910-843-5241
Town of Robersonville, NC	2 tanks	Chris Roberson	252-508-0311
Town of Rose Hill, NC	2 tanks	John Bauer	910-289-3159
Town of Salemburg, NC	1 tank	Joseph Warren	910-525-5650
Town of Saratoga, NC	1 tank	Tommy Hawkins	252-238-3487
Town of Seaboard, NC	1 tank	Joe Barnes	252-589-5061
Town of Selma, NC	4 tanks	Alex Fuller	919-965-2244
Town of Sharpsburg, NC	2 tanks	Brian Sullivan	252-908-3612
Town of Smithfield, NC	4 tanks	Kenneth Griffin	919-934-2798
Town of Snow Hill, NC	2 tanks	Dana Hill	252-747-3414
Town of Spring Hope, NC	2 tanks	Andrew Delonno	252-478-5186
Town of Stantonsburg	1 tank	Brian Hawley	252-238-3608
Town of Tabor City, NC	2 tanks	Al Leonard	910-653-3458
Town of Taylorsville, NC	2 tanks	David Odom	828-632-2218
Town of Troutman, NC	2 tanks	Austin Waugh	704-528-7600 x 104



Town of Turkey, NC	1 tank	Sarah White	910-592-7273
Town of Wadesboro, NC	1 tank	Hugh James	704-694-5171
Town of Warrenton, NC	3 tanks	Bill Perkinson	252-257-3315
Town of Warsaw, NC	2 tanks	Shawn Condon	910-293-7814
Town of Weldon, NC	2 tanks	Jeff Elks	252-536-3478
Town of White Lake, NC	2 tanks	Sean Martin	910-862-4800
Town of Williamston, NC	5 tanks	Kerry Spivey	252-792-1024
Town of Windsor, NC	1 tank	Matt Wilson	252-794-3121
Town of Wingate, NC	1 tank	Dryw Blanchard	704-233-4411
Town of Winton, NC	1 tank	Carl Pierce	252-358-9271
Trimont Mountain Estates	3 tanks	Preston Hayes	828-421-2775
Union Utilities, NC	1 tank	James Cannette	252-358-1447
Vance County, NC	2 tanks	Frankie Nobles	252-738-2005
Warren County, NC	9 tanks	Macon Robertson	252-257-1854
Wayne County	16 tanks	Joey Threewitts	919-731-2310
Sanitary Districts, NC			
West Carteret Water Corp, NC	7 tanks	Lisa Smith-Perri	252-393-1515

PENNSYLVANIA

Ashland Area Municipal Auth., PA	1 tank	Doug Weist	570-624-4277
Borough of Littlestown, PA	2 tanks	Chuck Kellar	717-359-5101 x 32
Borough of Perkasio, PA	1 tank	Nicholas Fretz	215-257-3654
Borough of Port Allegany, PA	2 tanks	Jeremy Morey	814-642-2526
Borough of Ridgway, PA	1 tank	Michael Handley	814-776-1125
Borough of Saxton, PA	1 tank	Jamie Foster	814-635-2363
Cranberry Township, PA	3 tanks	Michael Malak	724-776-4806 x 1150
Downington Municipal Water Authority, PA	2 tanks	Denny King	610-269-5362
Falls Township, PA	4 tanks	Tim Hartman	215-946-6062 x 104
Franklintown Water Authority, PA	1 tank	Pam Errington	717-432-4047
Hampton Shaler Water Auth	9 tanks	April Winklmann	412-486-4867
Harrison Township, PA	4 tank	Nicholas Colledge	724-226-2500
Hemlock Farms Community Assoc, PA	2 tanks	Michael Krochta	570-775-7559 x301
Highland Sewer & Water Auth., PA	4 tanks	Jeremy Horvath	814-266-3146 x 101
Lake Wallenpaupack Estates	2 tanks	John Carney	570-689-4721
Myerstown Water Authority, PA	2 tanks	Chris Strause	717-866-9301
Oakmont Water, PA	15 tanks	Nick Briney	412-828-3388 ext. 300
Ridgway Township Municipal Auth.	2 tanks	Carl Gosnell	814-590-0900
Salisbury Township, PA	2 tanks	Frank DiMatteo	610-797-4000
Tioga Borough Municipal Auth., PA	1 tank	Matt Covell	412-789-5221



SOUTH CAROLINA

Bethlehem-Roanoke Rural Water	2 tanks	Jason Hall	864-637-8210
Breezy Hill Water & Sewer	12 tanks	Jeff Lowe	803-655-6455
Brown's Creek Water Assoc., SC	2 tanks	Jimmy Teaster	864-545-2350
Cassatt Water, SC	15 tanks	Nathan Ward	803-432-8235
City of Bamberg, SC	4 tanks	Gene Searson	803-245-5128
City of Columbia, SC	25 tanks	Trey Varn	803-781-2181
City of Darlington, SC	2 tanks	Jonathan Boatwright	843-639-9988
City of Folly Beach, SC	2 tanks	Kevin Whitsett	843-754-8223
City of Gaffney, SC	4 tanks	Donnie Hardin	864-487-8510
City of Goose Creek, SC	3 tanks	Mandy Neumann	843-824-2200
City of Hartsville, SC	5 tanks	Daniel Moore	843-383-3015
City of Lancaster, SC	3 tanks	Jerry Crockett	803-285-9431
City of Liberty, SC	2 tanks	Olen Hamlin	864-843-3177
City of North Myrtle Beach, SC	7 tanks	Kevin Blayton	843-280-5538
City of Sumter, SC	8 tanks	Bert Beatson	803-305-7219
City of Tega Cay, SC	2 tanks	Phillip Jolley	803-548-3514
City of Walterboro, SC	7 tanks	Wayne Crosby	843-549-2545
Daniel Morgan Water, SC	2 tanks	Sondra Vickers	864-461-2235
Darlington Co WSA, SC	12 tanks	Rob Smith	937-509-4625
Deweese Utility Corp (SC)	2 tanks	Vicki Marsisi	843-568-3992
Easley-Central Water District, SC	3 tanks	Joe Bracken	864-639-2883
Gilbert-Summit Water (SC)	4 tanks	Marty Gassaro	803-892-5544
Hilton Head PSD 1	9 tanks	Bill Davis	843-305-0639
Lakewood Camping Resort Myrtle Beach, SC	3 tanks	Kevin Strickland	843-685-4222
Macedonia Water Works, SC	1 tank	Donnie Harden	864-488-8800
Marlboro Water Company, SC	3 tanks	Bobby Brock	843-479-8988
Montmorenci-Couchton Water District, SC	3 tanks	Jeremy Randall	803-648-9920
New Ellenton CPW, SC	2 tanks	Harold Craig	803-652-2862
Oswego Rural Water Co., SC	2 tanks	Rita Kennon	803-469-5495
South Island PSD (Hilton Head, SC)	3 tanks	Eddie Nettles	843-842-2233
Southside Rural Water, SC	2 tanks	Brad Owen	864-843-3440
Town of Central, SC	1 tank	Adam Manley	864-639-6381
Town of Jackson, SC	3 tanks	Donnie Cooper	803-295-1282
Town of Langley, SC	1 tank	Calvin Smith	803-593-3404
Town of Lockhart, SC	1 tank	Hugh Gregory	864-251-4000
Town of North, SC	1 tank	Patricia Carson	803-247-2101
Town of Ridgeville, SC	1 tank	Kerri Fulmer	843-873-3286
Town of St. George, SC	3 tanks	Dion Straub	843-560-2972
Town of Salem, SC	2 tanks	Ryan Hardin	864-944-2819



Town of Salley, SC	1 tank	Bob Salley	803-258-3485
Town of Sharon, SC	1 tank	Tina Davis	803-927-1927
Town of Smoaks, SC	1 tank	Joey Johns	843-908-0972
Town of Springfield, SC	1 tank	Ed Furtick	803-258-3152
Valley Public Service Authority, SC	7 tanks	Calvin Smith	803-593-2053
West Anderson Water District, SC	2 tanks	John Lollis	864-225-5741
City of York, SC	3 tanks	Ben Wright	803-684-2341

TENNESSEE

Crab Orchard Utility District, TN	9 tanks	Everett Bolin	931-484-6987
North Utility District of Rhea Co, TN	2 tanks	Danah Thunquist	423-365-2680
Town of Spencer, TN	3 tanks	Tim Conely	931-235-7758
Town of Spring City, TN	2 tanks	Woody Evans	423-365-6441

VIRGINIA

Amelia County, VA	1 tank	Daryl Gough	804-561-4565
Amherst County, VA	1 tank	Robert Hopkins	434-845-1605
Americamps – Bracey, VA	1 tank	Scott Hazelton	434-636-2668
Brunswick County, VA	1 tank	Joan Moore	434-848-0248
Buckland Water & Sewer Auth., Warrenton, VA	3 tanks	Nova Martin	540-428-5384
City of Danville, VA	10 tanks	Alan Johnson	434-799-6473
City of Emporia, VA	5 tanks	Melvin Prince	434-594-4067
Clarke Co, VA	3 tanks	Mark Inboden	800-648-1010
County of Goochland, VA	4 tanks	Matt Longshore	804-556-5839
County of Isle of Wight, VA	4 tanks	Don Jennings	757-365-1650
County of Louisa, VA	9 tanks	Pam Baughman	540-967-1122
Cumberland County, VA	2 tanks	Brian Saxton	804-492-3578
Dickenson County, VA	9 tanks	Ron Phillips	276-835-1580
Dinwiddie County, VA	7 tanks	Edward Pearson	804-861-0998
Goochland County, VA	3 tanks	Matt Longshore	804-556-5869
Halifax County, VA	9 tanks	Mark Estes	434-575-4240
Hampden-Sydney College, VA	6 tanks	David Giles	434-223-6276
James Madison's Montpelier, VA	2 tanks	Bill Bichell	540-672-2728 x 322
King George County, VA	4 tanks	Jonathan Weakley	540-775-2746
Lee County Public Service Authority, VA	3 tanks	Mike Brindle	276-346-7775
Mecklenburg County, VA	1 tank	Wayne Carter	434-738-6191
Northampton County, VA	1 tank	Chris Thomas	757-678-0414
Roanoke River Service Auth., VA	12 tanks	Paul Malone	434-689-7771
Shrine Mont, Inc, VA	1 tank	Kevin Moomaw	540-856-2141



Southwest Virginia Regional Jail, VA	1 tank,	Jason Tuggle	276-739-3520 x 1018
Stoney Creek Sanitary District, VA	3 tanks	Patrick Felling	540-459-7491
River Ridge Assoc., VA	1 tank	Cheryl Lilly	434-636-5492
Town of Big Stone Gap	12 tanks	Stephen Lawson	276-523-0115
Town of Bowling Green, VA	4 tanks	Brock Taylor	804-994-4054
Town of Boydton, VA	1 tank	Rennie Parks	434-738-6021
Town of Brookneal, VA	2 tanks	Mike Crews	434-376-3124
Town of Burkeville, VA	2 tanks	Harold Wagstaff	434-767-4095
Town of Chase City, VA	2 tanks	Jim Wilson	434-917-0052
Town of Clarksville, VA	2 tanks	Richard Elliott	434-374-0169
Town of Crewe, VA	2 tanks	Brian Thrower	434-594-5528
Town of Exmore, VA	1 tank	Robert Duer	757-442-3114
Town of Farmville, VA	5 tanks	Bill Caldwell	434-392-3331
Town of Grottoes, VA	2 tanks	Nathan Garrison	540-249-5896
Town of Hamilton, VA	3 tanks	Earl Dubin	540-338-2811
Town of Kenbridge, VA	2 tanks	Tony Matthews	434-480-9032
Town of Keysville, VA	1 tank	Steven Morris	434-736-9551
Town of LaCrosse, VA	1 tank	Tom Tanner	434-757-7366
Town of Lawrenceville, VA	5 tanks	Daniel Finz	434-848-2414
Town of Lebanon, VA	4 tanks	Drew Shortt	276-889-7205
Town of Luray, VA	4 tanks	Joseph Haddock	540-244-7166
Town of McKenney, VA	1 tank	Nathan Ruppert	804-478-4621
			804-691-6411
Town of Onancock, VA	1 tank	Matt Spuck	757-787-3363
Town of Pennington Gap, VA	2 tanks	Brian Skidmore	276-546-1177
Town of Phenix, VA	1 tank	Franklin Dodd	434-542-4123
Town of Rocky Mount, VA	5 tanks	Kevin Adkins	540-483-5747
Town of South Hill, VA	3 tanks	CJ Dean	434-447-3191
Town of Wakefield, VA	1 tank	Jim Price	757-899-2361
Town of Victoria, VA	2 tanks	Rodney Newton	434-447-9715
Woodberry Forest School, VA	3 tanks	Gene Lewis	540-672-6053

WEST VIRGINIA

Berkeley Springs Water Works	5 tanks	Rick Mayhew	304-258-9152
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SOUTHERN CORROSION Testimonials

"As a small utility, we are constantly looking for ways to cut costs without compromising compliance or the services we offer our customers...Southern Corrosion demonstrated exceptional customer service, responded quickly, scheduled the repairs at a time convenient to us and delivered on their promise. We are excited about the opportunity to work with Southern Corrosion and hope the relationship lasts for years to come!"

PAMELA BAUGHAM, *General Manger*
Louisa County Water Authority in Louisa, VA

"We are incredibly pleased with the service we receive. Southern Corrosion keeps our water tanks in tip-top condition."

TRAVIS MARBURY
Magee's Creek Water Association in Tylertown, MS

"The customer service has been second to none, the quality of work received has been top notch, and they have always made sure that our needs have been met and our tanks maintained to their best shape... I look forward to continuing as a satisfied customer for many years to come."

JEREMY RANDALL, *General Manager*
Montmorenci-Couchton Water & Sewer District Inc. in Aiken, SC

"They know what they are doing, and you can't get a better value for your dollar."

STEVE HAMILTON
Wayne County Sanitary Districts in Goldsboro, NC

"Small municipalities, like ours, need help keeping our water storage tanks maintained, fully operational and compliant. Southern Corrosion has provided the Town of Ridgely, Maryland with excellent service and guidance that is helping to maximize the life of our water tank. We highly recommend Southern Corrosion for all of your water tank needs."

DAVID CRIST, *Director of Public Works*
Ridgely, MD



SOUTHERN CORROSION Testimonials

"Southern Corrosion has been maintaining our tanks for over ten years now. I have been very impressed by the crews performing our washouts and coating system. Those guys work very efficiently and go the extra mile from others I have worked with. They maintain a good-looking jobsite during the process of applying the interior or exterior coating system. They are always conducting themselves in a professional manner and communicate their progress to our designated contact person. Always great to work with. Recommend them highly."

ALAN JOHNSON, *Division Director of Water & Wastewater Treatment*
Danville, VA

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve."

CINDY MCFARLANE
Town of Vienna, MD

"We've been Southern Corrosion customers for many years. They do a wonderful job of maintaining our water tanks and respond instantly if there's an emergency."

MACON ROBERTSON
Warren County, NC

"I would recommend Southern Corrosion for anybody's water tank maintenance needs."

PATRICK MCBRAYER
Ecru, MS

"Southern Corrosion has been doing tank maintenance for the Benedictine School for years. Their professional commitment and quality of their workmanship are outstanding. Great Company."

CARLTON PIPPIN, *Facilities Manager, Maintenance*
Benedictin in Ridgely, MD

"The service provided by Southern Corrosion has been professional and valuable to the Authority... Southern Corrosion has made keeping our tanks safe, secure, and in compliance with regulations an easy process."

JOHN RYBA, *Operations Manager*
Township of Falls Authority in Fairless Hills, PA



SOUTHERN CORROSION Testimonials

"Iron and manganese continue to be a maintenance item for our community water system as it is for many systems in eastern North Carolina. Residents and visitors alike want water that tastes good, smells good, and looks good, but we both know what can happen if our tanks are not properly maintained like our treatment facilities and distribution systems...We appreciate the work you do and the services you provide. Your kind of work isn't for everyone...However, we are fans of yours and simply want to be sure it is acknowledged."

DAVID M. TAWES, *Director*
Chowan County Water Department in Edenton, NC

"I'm always very satisfied with their work."

WILL TEASTER
Brown's Creek Water Association in Union, SC

"We signed with Southern Corrosion in 2018 and would not hesitate to recommend their company. They are readily available for any questions or concerns. Both the sales staff and labor employees are great to work with. With the company's suggested ten year maintenance schedule the town can feel confident that our tank meets the standards that our residents deserve. We have developed a good rapport with Southern Corrosion, Inc. over the last five years."

EDUARDO GONZALES, *Assistant Director Public Works & Engineering*
Homestead, FL

"...Also to let you know, your work on our water tower has even impressed the town citizens on how neatly and professionally your work has been and all the local people I have had the opportunity to meet through my working paths have said nothing but great things and how well your team has done. They love your work – after all, it is "their" water tower!"

STEVE CALLAHAN, *Superintendent, Water and Wastewater Treatment*
Towne of Trappe, MD

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000000156

Entity Name: SOUTHERN CORROSION, INC.

Current Principal Place of Business:

738 THELMA ROAD
ROANOKE RAPIDS, NC 27870

Current Mailing Address:

738 THELMA ROAD
ROANOKE RAPIDS, NC 27870 US

FEI Number: 56-1357158

Name and Address of Current Registered Agent:

SPEICH, YEVONNE
28 QUINTANA ROO LANE
PORT ST. LUCIE, FL 34952 US

FILED
Jan 16, 2024
Secretary of State
0701458772CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name SKILTON, JAMES A
Address 738 THELMA ROAD
City-State-Zip: ROANOKE RAPIDS NC 27870

Title VP
Name BASOLIS, ELBERT JR.
Address 211 W. ELMER ROAD
City-State-Zip: VINELAND NJ 08360

Title SECRETARY
Name SKILTON, LYNNE K
Address 738 THELMA ROAD
City-State-Zip: ROANOKE RAPIDS NC 27870

Title VP-ENGINEERING
Name DOUGLAS, MICHAEL LEE
Address 2216 WINPOST LANE
City-State-Zip: APEX NC 27502

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES A. SKILTON

PRESIDENT

01/16/2024

Electronic Signature of Signing Officer/Director Detail

Date

Maintenance Agreement Cancellations within the past 5 years

- 1) Carteret County, NC – Sold water system to a private system

David Lambing – 252-241-4652

- 2) South Mills Water Association, NC – Disbanded, Neighboring system took over.

John Delano – 252-771-5620



Ron DeSantis, Governor

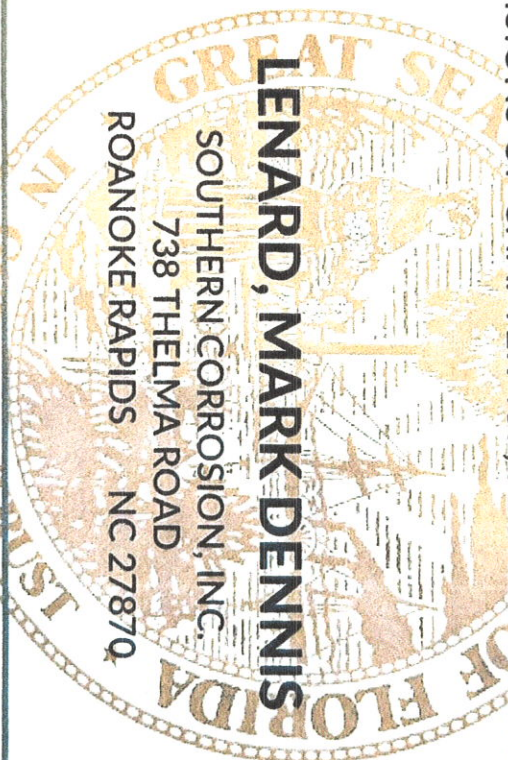
Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1529742

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000000156

Entity Name: SOUTHERN CORROSION, INC.**Current Principal Place of Business:**738 THELMA ROAD
ROANOKE RAPIDS, NC 27870**Current Mailing Address:**738 THELMA ROAD
ROANOKE RAPIDS, NC 27870 US**FEI Number:** 56-1357158**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**SPEICH, YEVONNE
28 QUINTANA ROO LANE
PORT ST. LUCIE, FL 34952 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT
Name	SKILTON, JAMES A
Address	738 THELMA ROAD
City-State-Zip:	ROANOKE RAPIDS NC 27870

Title	VP
Name	BASOLIS, ELBERT JR.
Address	211 W. ELMER ROAD
City-State-Zip:	VINELAND NJ 08360

Title	SECRETARY
Name	SKILTON, LYNNE K
Address	738 THELMA ROAD
City-State-Zip:	ROANOKE RAPIDS NC 27870

Title	VP-ENGINEERING
Name	DOUGLAS, MICHAEL LEE
Address	2216 WINPOST LANE
City-State-Zip:	APEX NC 27502

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES A. SKILTON

PRESIDENT

01/16/2024

Electronic Signature of Signing Officer/Director Detail

Date



ENGINEERED TANK CARE Service

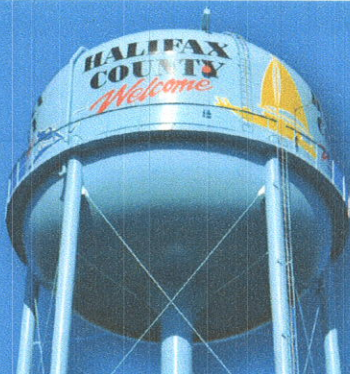
Southern Corrosion Inc.'s Engineered Tank Care Service offers comprehensive coverage for your tank maintenance needs. The purpose of the service is to extend the life of your tank(s) and their existing coatings for as long as possible. The service includes corrosion protection, repairs, painting, regularly scheduled inspections, and a guaranteed emergency response time. The service does not include tasks associated with the operation of the water system, installation or repair of underground piping, any structures that are not part of the tank, any electrical work, telemetry, cutting the grass around the tank(s), or fence maintenance. The service does not include additional modifications to the tank beyond the tank's existing configuration unless included in the specifications of our proposal. The service can include maintenance on the cathodic protection system if the tank(s) is/are equipped with cathodic protection, and you request this to be included in the service.

As a part of the service, we provide a detailed schedule of exactly what services will be performed in each year. Also included is an emergency response service that will guarantee a response time to emergency situations that threaten the immediate use of the tank.

The maintenance service term is based on a mutually agreeable time duration (ie. perpetual). Annual premiums can be structured monthly, quarterly, or annually. Pick terms that best suit your needs. Also, the service can be canceled up to 60 days prior to the renewal date for the next year's service.

THE SERVICE PREMIUM QUOTE COVERS:

1. Emergency Service
2. Regularly scheduled interior washouts when applicable.
3. All interior & exterior cleaning, painting, and repairs.
4. Maintenance and upkeep of the tank.
5. Planning & budgeting for both short-term & long-term maintenance needs.



"We have been in a maintenance program with SCI since 2013 and are very pleased with their workmanship and productivity...I value the corporate stability and family values exhibited by Southern Corrosion and highly recommend their services."

• Mark Estes •

EXECUTIVE DIRECTOR • HALIFAX COUNTY SERVICE AUTHORITY
SOUTH BOSTON, VA



INSURANCE

The sample insurance certificate enclosed provides you with an example of the insurance coverage we will provide the Customer. We intend to renew our policies at the same coverage levels indicated on the sample certificate. For your further protection, we will supply you with a pollution liability insurance policy that protects you from lead contamination claims. For more than 10 years, general liability insurance policies have specifically excluded coverage for contamination claims. To insure for the liability of improper job site handling of hazardous wastes, you need this insurance. This insurance is provided at no extra cost. Our prices do not include the cost of supplying performance and payment bonds. If this is required, our bonding company is the Great American Insurance Company, of Cincinnati, Ohio. For Southern Corrosion, Inc. to provide these bonds, please add 3% to all service premiums quoted. If provided, the bonds will be renewed annually, after the cancellation period for the next year's service has expired.

VISUAL & WASHOUT INSPECTIONS

Tank(s) will be visually inspected annually. The annual visual inspections have three basic purposes. First, functional items such as the safety of ladders, the continued operation of float gauges, and the absence or damage of structural items such as sway rods, struts, etc. can continually be monitored.

Second, the coating system can be visually evaluated for the presence or absence of coating breakdown or surface holidays. This provides evidence of the rate of deterioration of the coating system, an important item in determining recoating cycles for the tank, as well as arresting any steel corrosion before it reduces the effective structural steel thickness.

Third, access can be controlled, especially unauthorized access. Graffiti, vandalism, and the presence or absence of locked hatches and ladder gates confirm the security level of the tank site.

Additionally, as scheduled, a washout inspection will be performed. A washout inspection includes draining the tank, removing all sediment and debris, and a complete visual inspection of both the interior and exterior. All findings will be documented in a bound inspection report, annotated with photographs for detailing conditions.

Any corrective maintenance needed will be added to the maintenance schedule.

CORROSION PROTECTION & PAINTING

Our maintenance service schedule will detail exactly what maintenance painting will be performed during regularly scheduled intervals.

"Southern Corrosion has supported our elevated water tower and ground water storage tank needs since 2016. They have provided tank interior / exterior refinishing and annual inspections and maintenance. We are pleased with the level of service they provide, and appreciate their honest evaluations and recommendations."

• Darren Keller •

MANAGER, FACILITIES • CURTISS-WRIGHT • CHESWICK, PA

REPAIRS

Our maintenance service schedule will detail exactly what repairs will be performed during regularly scheduled intervals.

EMERGENCY RESPONSE

Emergencies that threaten the immediate use of the tank will be responded to within the response time specified. The response referred to is for the purpose of our assessment of the emergency situation. If possible, repairs will be completed during the initial response. These emergency repairs are included in the maintenance service.

AESTHETICS

Feel free to consult with us concerning alternative exterior finish coat color schemes and logos. These items can be included in the original agreement or can be added to the service.

SAFETY

If needed, the service can include alterations necessary to bring the tank into compliance with current OSHA regulations or AWWA standards.

GRAFFITI

The service includes the coating over or removal of graffiti one time each year, if required. Removing or overcoating graffiti is not normally considered an emergency response; it is a scheduled event. If graffiti appears, we will review the security of the tank site involved, and additional measures may need to be addressed by the Owner, if it is desired to continue this protection.

ATTACHMENT #1
CITY OF Mary Esther, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08

PROPOSAL FOR: Water Storage Tank Maintenance Program

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by Southern Corrosion, Inc.
whose business address is 524 NC Hwy 125, Roanoke Rapids NC 27870
and (if applicable) Federal Employer Identification Number (FEIN) is: 56-1357158 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

3. My name is James A Skilton and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement,

shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

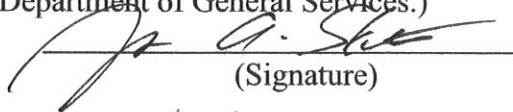
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

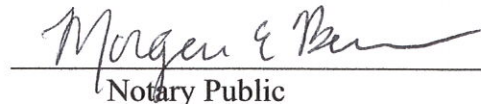
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

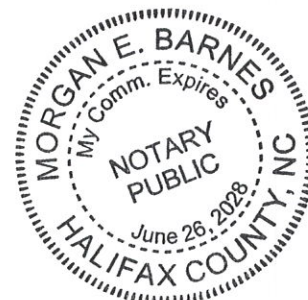
Date: 9/17/24

North Carolina
STATE OF ~~FLORIDA~~
COUNTY OF Halifax

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 17th day of Sept 2024 by Scots A. Skirrow who is personally known to me or has produced known to me identification.


Notary Public

My Commission expires: June 26, 2028



ATTACHMENT #2
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) 2024-08

PROPOSAL FOR: Water Storage Tank Maintenance Program

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. 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, any 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 occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Southern Corrosion, Inc.
ADDRESS: 524 NC Hwy 125, Roanoke Rapids NC
CITY: Roanoke Rapids STATE: NC ZIP CODE: 27870
TELEPHONE NUMBER: 252-535-1777
SIGNATURE: [Signature] DATE: 9/17/24
NAME (TYPED OR PRINTED): James A Skilton
TITLE: President

ATTACHMENT #3
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR: Water Storage Tank Maintenance Program
CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO X _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO X _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: Southern Corrosion, Inc.

BY (PRINTED): James A Skilton

BY (SIGNATURE): 

TITLE: President

ADDRESS: 524 NC Hwy 125
Roanoke Rapids, NC 27870

PHONE NO. 252-535-1777

E-MAIL sci@tankcare.net

ATTACHMENT #4

CITY OF MARY ESTHER, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 2024-08

PROPOSAL FOR: Water Storage Tank Maintenance Program

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, FIRM shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of this Agreement.

Southern Corrosion, Inc.
Company Name

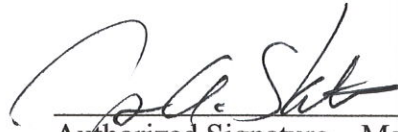
524 NC Hwy 125, Roanoke Rapids
Physical Address NC 27870

Same
Mailing Address

252-535-1777
Phone Number

Cellular Number

Sci@tankcare.net
Email address


Authorized Signature – Manual

James A Skilton
Authorized Signature – Typed

President
Title

252-535-1777
FAX Number

800-828-0876
After-Hours Number(s)

9/17/24
Date

ATTACHMENT #5

CITY OF MARY ESTHER, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 2024-08

PROPOSAL FOR "Water Storage Tank Maintenance Program"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

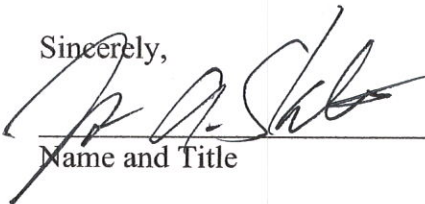
By submitting a proposal in response to the Request for Proposals for RFP No. **NO. 2024-08**

"Water Storage Tank Maintenance Program"

FOR THE CITY OF MARY ESTHER, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

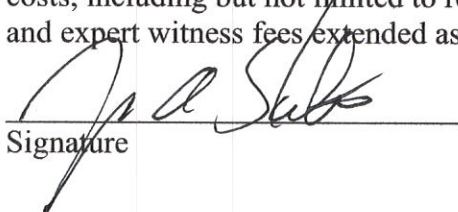
Sincerely,

 James A Skitar
Name and Title President

ATTACHMENT #6
CITY OF MARY ESTHER, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 2024-08
PROPOSAL FOR “Water Storage Tank Maintenance Program”
PUBLIC ACCESS FORM

Southern Corrosion, Inc., as Proposer, shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency, and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. If contractor has questions regarding the application of Chapter 119, Florida Statutes, to contractor’s duty to provide public records relating to this Agreement, contractor shall contact the Custodian of Public Records at: City of Mary Esther, City Clerk, Dillon Morris, 195 Christobal Rd. N, Mary Esther, FL 32569.
- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys’ fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.


Signature

Pricing Submittal Form

Water Tank	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
40,000-gallon Ground Storage Tank #1										
40,000-gallon Ground Storage Tank #2										
40,000-gallon Ground Storage Tank #3										
100,000-gallon Elevated Storage Christobal Tank										
40,000-gallon Ground Storage Mary Esther Drive Tank										
250,000-gallon Elevated Storage Mary Esther Drive Ped Tank										
250,000-gallon Elevated Storage Town Lane Tank										
Totals	96,700	96,700	96,700	96,700	96,700	96,700	96,700	96,700	96,700	96,700

Maximum annual inflation % after first 10 years

Grand Total

967,000

* Fill in the maximum inflation % increase per annum for the City to determine future fees (after the initial 10-year contract) under the maintenance agreement. The fees shown in the first 10-year pricing schedule should include inflation.

Date: October 3, 2024
Customer: City of Mary Esther, FL
Tanks: 40,000-gallon Ground Storage Tank #1
40,000-gallon Ground Storage Tank #2
40,000-gallon Ground Storage Tank #3
100,000-gallon Elevated Storage Christobal Tank
40,000-gallon Ground Storage Mary Esther Drive Tank
250,000-gallon Elevated Storage Mary Esther Drive Ped Tank
250,000-gallon Elevated Storage Town Lane Tank

YEAR 1 - 2024

► 40,000-gallon Ground Storage Tank #1

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- Sterilize interior using AWWA Disinfection Method #2, spray method.
- Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

2. Repairs:

- Repair the liquid level indicator system.
- Remove the vent hood and install a slip-on style, aluminum vent to the vent stack.

► 40,000-gallon Ground Storage Tank #2

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.



- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

2. Repairs:

- a. Repair the liquid level indicator system.
- b. Remove the vent hood and install a slip-on style, aluminum vent to the vent stack.

► **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

2. Repairs:

- a. Repair the liquid level indicator system.

► **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

► **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

► **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

► **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repairs:

- a. Repair the liquid level indicator system.
- b. Remove the deteriorated roof hatch lid and install a new hatch lid.
- c. Remove the existing interior ladder and install a 16", OSHA approved ladder.

YEAR 2 - 2025

► **40,000-gallon Ground Storage Tank #1**

Visual inspection and repairs uncovered through inspection.

► **40,000-gallon Ground Storage Tank #2**



Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.

▶ **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

▶ **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

▶ **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 3 - 2026

▶ **40,000-gallon Ground Storage Tank #1**

Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Tank #2**

Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.

▶ **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

▶ **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

▶ **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 4 - 2027

▶ **40,000-gallon Ground Storage Tank #1**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.



► **40,000-gallon Ground Storage Tank #2**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

► **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

► **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Reapply the logo(s) as they appear.

► **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:



- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

► **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

► **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 5 - 2028

► **40,000-gallon Ground Storage Tank #1**

Visual inspection and repairs uncovered through inspection.

► **40,000-gallon Ground Storage Tank #2**

Visual inspection and repairs uncovered through inspection.

► **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.

► **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

► **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

► **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Reapply the logo(s) as they appear.

► **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 6 - 2029

► **40,000-gallon Ground Storage Tank #1**

Visual inspection and repairs uncovered through inspection.



- ▶ **40,000-gallon Ground Storage Tank #2**
Visual inspection and repairs uncovered through inspection.
- ▶ **40,000-gallon Ground Storage Tank #3**
Visual inspection and repairs uncovered through inspection.
- ▶ **100,000-Gallon Elevated Storage Christobal Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **40,000-gallon Ground Storage Mary Esther Drive Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Exterior:
 - a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
 - b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
 - c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
 - d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- ▶ **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **250,000-gallon Elevated Storage Town Lane Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Exterior:
 - a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
 - b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
 - c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
 - d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
 - e. Reapply the logo(s) as they appear.

YEAR 7 - 2030

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- ▶ **40,000-gallon Ground Storage Tank #1**
Visual inspection and repairs uncovered through inspection.
 - 1. Wash-out Interior:
 - a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
 - ▶ **40,000-gallon Ground Storage Tank #2**
Visual inspection and repairs uncovered through inspection.
 - 1. Wash-out Interior:
 - a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
 - ▶ **40,000-gallon Ground Storage Tank #3**
Visual inspection and repairs uncovered through inspection.



1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Interior:

- a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Caulk unwelded roof lap seams using Sikaflex 1a polyurethane caulk.
- f. Sterilize interior using AWWA Disinfection Method #2, spray method.
- g. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- h. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

YEAR 8 - 2031

▶ **40,000-gallon Ground Storage Tank #1**

Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Tank #2**

Visual inspection and repairs uncovered through inspection.

▶ **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.



- ▶ **100,000-Gallon Elevated Storage Christobal Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **40,000-gallon Ground Storage Mary Esther Drive Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **250,000-gallon Elevated Storage Town Lane Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 9 - 2032

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- ▶ **40,000-gallon Ground Storage Tank #1**
Visual inspection and repairs uncovered through inspection.
 - ▶ **40,000-gallon Ground Storage Tank #2**
Visual inspection and repairs uncovered through inspection.
 - ▶ **40,000-gallon Ground Storage Tank #3**
Visual inspection and repairs uncovered through inspection.
 - ▶ **100,000-Gallon Elevated Storage Christobal Tank**
Visual inspection and repairs uncovered through inspection.
 - ▶ **40,000-gallon Ground Storage Mary Esther Drive Tank**
Visual inspection and repairs uncovered through inspection.
 - ▶ **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**
Visual inspection and repairs uncovered through inspection.
 - ▶ **250,000-gallon Elevated Storage Town Lane Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 10 - 2033

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- ▶ **40,000-gallon Ground Storage Tank #1**
Visual inspection and repairs uncovered through inspection.
 1. **Wash-out Interior:**
 - a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
 2. **Repaint Exterior:**
 - a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
 - b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
 - c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
 - d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
 - ▶ **40,000-gallon Ground Storage Tank #2**
Visual inspection and repairs uncovered through inspection.
 1. **Wash-out Interior:**



- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

► **40,000-gallon Ground Storage Tank #3**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.

► **100,000-Gallon Elevated Storage Christobal Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted and paint failed areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool clean.
- c. Apply one spot prime coat of an epoxy-mastic primer to all bare metal surfaces at 2.5 to 3.5 mils dry film thickness.
- d. Apply one full finish coat of polyurethane paint to all exterior surfaces at 2.0 to 3.0 mils dry film thickness.
- e. Reapply the logo(s) as they appear.

► **40,000-gallon Ground Storage Mary Esther Drive Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.



► **250,000-gallon Elevated Storage Mary Esther Drive Ped Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

► **250,000-gallon Elevated Storage Town Lane Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting (unless otherwise stated above).

Exterior painting and logos are priced based on using the same color paint and logo designs. Unless specified in the scope of work any exterior color or logo change request may result in a premium increase and/or an additional one-time charge.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic.

Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the entire ten years of service is **\$96,700.00**. This amount is firm and will not be adjusted due to inflation.

Because the value of the work performed in the the early years of the service exceeds the value of the the annual premiums revcieved for those years, the following additional payments will be due should years two, three, or eight be canceled:

If the 2nd Year of the service is cancelled, an additional payment of \$100,245.00 will be due with the notice of cancellation.

If the 2nd Year of the service is cancelled, an additional payment of \$19,198.00 will be due with the notice of cancellation.

If the 2nd Year of the service is cancelled, an additional payment of \$70,100.00 will be due with the notice of cancellation.

**THIS PRICE IS FIRM FOR 30 DAYS.**

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



SAFETY POLICY

Revised January, 2 2022

COMPANY SAFETY POLICY

This is to advise all parties concerned that we strongly adhere to the principle that accident prevention and industrial health are just as important to this organization as quality and production!

To that end, every reasonable effort will be made to provide and maintain a safety and healthy work place, safe equipment and proper materials.

Our safety rules and regulations were developed for the protection of our employees, suppliers and customers and we will insist on safe methods and practices at all time.

In addition, we will:

- 1: Adhere to all Federal, State and Local laws and regulations pertaining to safety and health in the construction industry.
- 2: Conduct all operations with good sense and safe practices commensurate with the varied conditions, locations and circumstances of our jobs.
- 3: Exercise good judgment in the application of this policy.
4. Protect members of the public as applicable.

It is a condition of employment with our company that all employees adhere faithfully to the requirements of our safety policy and rules.

Furthermore, all subcontracts, service contracts and purchase orders issued contain the requirements of our safety policy, rules and procedures. We will make every effort to ensure that other parties' activities pose no danger to our employees. However, all employees are asked to report immediately any such hazardous activities or conditions to their supervisor.

All supervisory personnel have the full support of management to carry out the provisions of our safety policy and are expected to do so.

If we all work together as a team - we can all work safely!

James A Skilton

President

SAFETY POLICY
DELEGATION OF RESPONSIBILITIES

To ensure that the company's safety policy is carried out, the following assignments of responsibility are made. **Please note that these individuals have the full support of management in the performance of their duties.**

MANAGEMENT

- 1: Establish rules and programs designed to promote safety and make these rules and programs known to all employees.
- 2: Make available the necessary training for employees to perform their jobs safely.
- 3: Provide protective equipment as applicable.
- 4: Impress upon everyone the responsibility and accountability of each individual to maintain a safe work place.
- 5: Record all instances of violations and investigate all accidents.
- 6: Discipline any employee including management willfully disregarding this safety policy.
- 7: Require all subcontractors and material suppliers to follow safety rules.
- 8: Encourage all contractors to work safely.
- 9: Appoint a Safety Office (reporting directly to management) with enforcement authority over safety matters.
- 10: Conduct periodic safety inspections of all jobs in progress.
- 11: Provide necessary funds to carry out the program.

SAFETY OFFICER

- 1: Responsible for overall company safety and health performance.
- 2: Make available safety materials for safety meetings, posters as required by Federal, State and local agencies and first aid equipment.
- 3: Review and investigate all serious accident with the appropriate personnel and take appropriate measures to prevent further occurrences.
- 4: Be familiar with all laws and regulations pertaining to safety and ensure the company is in compliance.
- 5: Monitor safety activities of other contractors if below standards and posing a threat to the overall safety performance of the project.

- 6: Be present, if possible, for all safety and health inspections, surveys and consultations performed by Federal, State and local authorities.
- 7: As circumstances dictate, develop additional safety and health rules, policies and procedures.

JOB FOREMAN/SUPERINTENDENT

- 1: Carry out safety program at the work level.
- 2: Be aware of all safety requirements and safe working practices.
- 3: Plan work activities with adherence to safe working practices in mind.
- 4: Instruct new employees and existing employees performing new tasks in safe working practices and provide their crew with continuing instruction on safety requirements, including conducting tool box talks.
- 5: Install and maintain devices to protect the public from company operations.
- 6: Make sure protective equipment is available and used.
- 7: Make sure all work is performed in a safe matter and no unsafe conditions or equipment are present.
- 8: Act without delay to correct all hazards including unsafe acts and conditions which are within the scope of the position.
- 9: Secure prompt medical attention for any injured employee.
- 10: Report all injuries and safety violations.
- 11: Ensure all violations are corrected.

WORKERS

- 1: Work safety in such a manner as to ensure own safety as well as that of co-workers and others.
- 2: Request help when unsure how to perform any task safely.
- 3: Correct unsafe acts or conditions within the scope of immediate work.
- 4: Report any uncollected unsafe acts or conditions to supervision.
- 5: Report for work in good mental and physical conditions to safely carry out assigned duties.
- 6: Avail themselves of company and industry sponsored safety programs.
- 7: Use and maintain all provided safety devices.
- 8: Maintain and properly use all tools.

- 9: Follow all safety rules.
- 10: Provide fellow employees help with safety requirements.
- 11: Ask immediate supervisor if there are any questions concerning procedures or hazardous materials.

ALL PERSONNEL

- 1: Strive to make all operations safe.
- 2: Maintain mental and physical health conducive to working safety.
- 3: Keep all work areas clean and free of debris.
- 4: Assess result of their actions on the entire work place. Work will not be performed in ways that cause hazards for others.
- 5: Replace or repair safety precautions removed or altered before leaving work areas. Unsafe conditions will not be left to imperil others.
- 6: Abide by the safety rules and regulations of owner on their sites.
- 7: Work in strict conformance with OSHA regulations.

SUBCONTRACTORS/SUPPLIERS

- 1: Abide by all of the safety rules of the owner and other contractors.
- 2: Notify all other contractors when actions or activities undertaken by them could affect the health or safety of employees of other companies.
- 3: Check in with job site supervision before entering job site.
- 4: Inform controlling contractor of all injuries to workers.
- 5: Report to controlling contractor of any unsafe conditions that come to their attention.

OTHER PEOPLE/VISITORS

- 1: Abide by safety rules.
- 2: Check with the proper person so that protective equipment can be provided.
- 3: Refrain from entering construction area without contacting proper party.

GENERAL SAFETY REGULATIONS

1. Follow instructions: don't take chances: if you don't know, ask.
2. Correct or report unsafe conditions.
3. Help keep everything clean and orderly.
4. Observe and obey all warning signs.
5. Unauthorized personnel are not permitted on the job site.
6. No employee is permitted to work before or after regular working hours without supervision.
7. Ascent or decent of structures may be made only by way of ladders, stairways or other means provided for this purpose.
8. Report all injuries: get first aid promptly!
9. Fighting or horseplay will not be tolerated.
10. The use or possession of non-prescription drugs or intoxicants is prohibited.
11. No firearms or other weapons are permitted on the job site.
12. Use the right tools and equipment for the job: use them safely.
13. Avoid walking or working under a suspended load or hoisting operation.
14. Use, adjust, and repair equipment only when authorized.
15. Use prescribed protective equipment; wear safe clothing; keep them in good condition.
16. Observe **NO SMOKING** rules.
17. Flammable liquids are to be kept in approved containers and stored in designated places.
18. Only authorized personnel are permitted to make electrical repairs.
19. Fire protection equipment is to be used for fire fighting purposed only. Never obstruct fire fighting equipment.
20. **ALL INJURIES**, no matter how slight, must be reported **IMMEDIATELY** to your foreman.

SAFETY RULES AND REGULATIONS

DRINKING WATER

1. A covered container adequately supplied on every job.
2. Each container with a tap.
3. No single cup, no dipping in the container.

TOILETS

1. Accessibility to one for each 20 men for temporary field condition.
2. In remote areas with no available facilities, rent a portable toilet.

NOISE

1. Sandblast hood that restrict noise or ear protective muff type equipment shall be used when sandblasting or beating on the inside of steel tanks.

VENTILATION

1. Explosion proof fans must be used.
2. Bureau of Mines approved dust mask must be used during sandblasting. (BM 21-97)
3. Bureau of Mines approved respirators for organic fumes must be used during all painting. (BM 2304)
4. Fresh air fed hoods may also be used in addition to either of the above respirators.

PERSONAL EQUIPMENT (minimal)

1. Hard hats worn on all jobs at all times.
2. Safety harnesses with 3/4" x 6' lifelines on all high work.
3. Safety glasses are required on all jobs at all times.
4. Welding hoods worn when necessary.
5. Fresh air hoods worn by sandblaster.
6. Lifeline must be attached to a point of support above the work, capable of holding 5400 lbs. (breaking strength of 3/4" manila rope). Point of support may be moved as work progresses.

FIRE PROTECTION

1. ALL DISMANTLING WORK

A. Safety man with access to fire hose or extinguisher assigned to continually observe for fires.

B. Dry charge chemical cylinder on all jobs.

C. Water supply by customer, consult with customer prior to work.

2. GENERAL WELDING AND BURNING

A. Safety man assigned to examine all areas 30 minutes after all work (welding or burning) has ceased.

B. Tarp or protect areas susceptible to immediate fire.

3. NO SMOKING INSIDE ANY TANK DURING ANY PAINTING OPERATION.

4. No smoking signs must be posted at all flammable material storage areas.

5. During work on tank interiors, a fire extinguisher must be present at the entrance way of any confined space.

6. A fire extinguisher must be within 50' of a flammable material storage area and within 50' of a paint mixing area.

7. A fire extinguisher must be adjacent to any welding or cutting work area.

8. The charged status of all fire extinguishers must be checked weekly.

9. Keep all thinners and paints in manufactured cans and pails specifically made for this purpose, with lids or covers in place when not in use.

10. All used rags (used with thinner, solvent, or paint) shall be stored in empty metal containers without lids until the can can be removed from the job site.

11. Daily inspect for all types of fire hazards and remove them from site.

RIGGING

1. Supports for painting rigs and all lead lines shall be minimum 3/8" 6 x 19 F.C.I.P. steel cable.

2. Boatswain Chairs:

A. Rig to be minimum 2 parts 5/8" No. 1 Manila rope.

B. Chair to be 1" x 12" x 24" with wood cleats under each end and strung with 5/16" F.C.I.P. steel cable.

3. Two man scaffolds shall be 20" - 36" wide with steel supports, 2 x 4 guard rails and toe boards.

4. Plank scaffold shall be 2" x 10" x 10' with maximum span between supports at 8'.

5. Ladders must meet American National Standards Institute, a 14.2 or 14.3 1956 Safety Code and must be secured from sliding or moving after positioned.

6. Only Crosby Laughlin or Upson Walton shackles, cable clips, blocks, hooks, etc. shall be used.

POWER TOOLS

1. All hand tools must have guards.

2. Hoses may not be used to hoist anything.

3. Use only approved airless equipment with safety clips on guns. Ground all pumps and make no repairs to lines unless ground wires are properly spliced.

4. Maintain sandblast machines and hose in proper repair.

5. Tag all defective power tools with the following tag, "Danger - Do Not Use"

WELDING AND CUTTING

1. All hand tools must have guards.

2. Use safety check valves on all gas and oxygen lines.

3. Repair all hoses properly, no tape repairs. Keep weld lead properly insulated. Cover all breaks with friction tape temporarily.

4. Ground all welding machines.

5. **NO WELDING WITH ANY SOLVENT OR PAINT FUMES PRESENT.**

6. During storage, oxygen bottles must be stored at least 20' away from the nearest fuel bottle.

LIFTING

1. Use only accepted crane and hoist signals. ONE MAN SIGNALS.

2. **NO RIDING MATERIAL HOIST LINES.**

3. Operator must be familiar with hoisting capacity.

4. Ground hoist must be secured to dead man support.

ELECTRIC

1. Do not work within 10' of power lines. (includes rigging)

2. Have power lines turned off or booted if within marginal distance.

3. All electrical cords must be connected to a cord that includes a ground fault circuit interrupter.

4. All electric cords that have a frayed or damaged outer layer and/or inner conductors exposed will be immediately discarded and disposed of.

EQUIPMENT STORAGE & HOUSEKEEPING

1. Equipment must be stored in the trailer in such a way that stacked items cannot fall on someone walking in the trailer.
2. Equipment must be organized within the trailer to provide a clear walking space from front to rear of the trailer, free of all tripping hazards.
3. All equipment storage trailers must be equipped with either a ladder that extends 3' above the upper landing, or a stairs with handrails on all open sides. The stair rails must extend at least 3' above the upper landing surface and be capable of supporting at least 200 lbs. without failure. The stair treads must be able to withstand at least 300 lbs. without failure.

FIRST AID

1. Post on the door of the equipment trailer, the name, address, and phone number of the closest medical facility to the job site. If this location is more than 4 minutes away, then a company employee with current first aid and CPR training must be on site.

MISCELLANEOUS

1. All job sites must have an eye wash facility.

By signing this document, I certify that I have trained in these rules and regulations and will comply with them in my position as an employee of the company.

(Employee Signature)

(Date)

SAFETY RULES

"GETTING THE WORD OUT"

Safety rules can only be effective if they are known to everyone. The company's safety rules will be:

- 1: Posted in appropriate visible places.
- 2: Placed in salary envelopes.
- 3: The subject of safety meetings.
- 4: Told to new employees.

All employees must acknowledge receipt of their copy of the rules by signing the appropriate form.

Remember -- the most important part of a safety program is the individual. Without everyone's cooperation, the most stringent policy can be ineffective.

Protect yourself and your fellow workers by following the rules. Work safely so you can go home to your family -- they need you!

Don't take chances -- Safety First!

SAFETY RULE ENFORCEMENT

All rules must be enforced and obeyed by management and labor. The following are disciplinary actions invoked for safety rule violations:

- 1: A non-serious violation will result in a written warning to the employee. This will include the date and the nature of the safety violation. A copy will be given to the employee and one copy kept in the employee's personnel file.
- 2: A serious violation will result in immediate termination of employment. (Similar records will be maintained as in paragraph 1.)

Violation of any of the following items will subject the employee to automatic suspension subject to discharge:

- 1: Intoxication. (Coming to the job premises or trying to work while under the influence or in possession of intoxicating liquors or controlled substance.)
- 2: Fighting or provoking a fight.
- 3: Horseplay in any form - scuffling, pranks, wrestling, throwing material at others, etc.

Superintendents/job foremen are charged with the responsibility of enforcing the above regulations. They have the backing, support, and assistance of the Company.

SOUTHERN **CORROSION INC.**

HAZARD **COMMUNICATION** **PROGRAM**

Revised 1/03/2023

WRITTEN HAZARD COMMUNICATION PROGRAM

I. Introduction

The OSHA Hazard Communication Standard was promulgated to ensure that all chemicals would be evaluated and that information regarding all chemicals would be communicated to employers and employees. The goal of the standard is to reduce the number of chemically related occupational illnesses and injuries.

In order to comply with the Hazard Communication Standard, this written program has been established for Southern Corrosion Inc. All divisions and sections of the company are included within this program. Copies of this written program will be available (for review by any employee) in the following locations:

At each job site

At Roanoke Rapids, NC office

Basic components of the program include:

- Hazardous Chemical Inventory List
- Material Safety Data Sheets
- Labels and Other Forms of Warning
- Employee Information and Training
- Nonroutine Tasks
- Unlabeled Pipes
- On-Site Contractors
- Program Review

II. Hazardous Chemical Inventory List

A list of all known hazardous chemicals (products) used at Southern Corrosion Inc. is located at Southern Corrosion's office.

A list of hazardous chemicals used on each job site is kept with material safety data sheets on the respective job sites.

III. Hazard Determination

Example A

All hazardous chemicals in the Company's possession are purchased materials; there are no manufactured or intermediate hazardous chemicals. Therefore, Southern Corrosion Inc. will rely on the hazard determination made by the chemical manufacturer as indicated on the MSDS.

IV. Material Safety Data Sheets (MSDS)

When chemicals are ordered, the Company Safety Coordinator will specify on the purchase order that chemicals are not to be shipped without corresponding material safety data sheets. Products purchased by supervisors: Call the toll free number provided by the manufacturer and request the MSDS to be faxed to the office.

When MSDSs arrive, they will be reviewed for completeness by the Company Safety Coordinator or Job Foreman. Should an MSDS be incomplete, call the manufacturer for additional information.

A complete file of MSDSs for all hazardous chemicals to which employees may be exposed will be kept in labeled binders at the Roanoke Rapids, NC office.

MSDSs for hazardous chemicals used at the job sites will be kept in labeled binders in the office of the respective departments. MSDSs will be available for employees during each work shift. Should MSDSs be unavailable, please contact the manufacturer and have MSDS faxed.

MSDSs will be reviewed annually by the Safety Coordinator. Should there be any MSDS that has not been updated within the past year, a new MSDS will be requested.

V. Labels and Other Forms of Warning

The Hazard Communication Standard requires that hazardous chemicals be labeled by manufacturers. The label must contain the following:

- Chemical Identity
- Appropriate Hazard Warnings
- Name and Address of the Chemical Manufacturer, Importer, or other responsible party.

When chemicals are ordered by the Company Safety Coordinator, the purchase order will indicate the need for the above stated information to be included on the labels or the Company Safety Coordinator will refuse acceptance of the shipment.

Upon delivery of chemicals, the Company Safety Coordinator or Job Foreman will ensure that chemicals are labeled properly. Any chemicals without proper labeling will not be accepted.

When chemicals are transferred from the manufacturer's containers to secondary containers, the supervisor of each job site will ensure that the containers are labeled with the identity of the chemicals and appropriate hazard warnings.

The entire labeling procedure will be reviewed annually by the Company President and changed as necessary.

VI. Employee Information and Training

Prior to starting work, new employees of Southern Corrosion Inc. will attend a health and safety orientation program. Company President or Employee's Foreman is responsible for organizing and conducting initial training. Training will consist of one session of 60 minutes.

The following topics will be covered:

- An overview of the requirements of the Hazard Communication Standard
- The labeling system and how to use it
- How to review MSDSs and where they are kept
- Chemicals present in work operations
- Physical and health effects of hazardous chemicals
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the area
- Personal protective equipment and work practices to lessen or prevent exposure to chemicals
- Safety/emergency procedures to follow if exposure occurs
- Location and availability of the written program.

Following the training session, the employee is required to sign and date the training record verifying attendance and send the training record to the office to be filed. See Appendix B for a sample training record.

Before any new employee can begin work that requires the use of or potential exposure to hazardous chemicals, training as indicated above must be completed.

Additional training will be provided with the introduction of each new hazard. Records of this additional training will be maintained.

VII. Non-Routine Tasks

Hazardous non-routine tasks at Southern Corrosion Inc. have been identified as follows:

<u>TASK</u>	<u>HAZARDOUS CHEMICALS</u>
Entering a Chemical Tank	Unknown

Prior to any employee beginning a hazardous non-routine task, he/she must report to the Job Foreman to determine the hazards involved and the protective equipment required.

VIII. Unlabeled Pipes

Work activities are often performed in areas where chemicals are transferred through pipes. These pipes are not required to be labeled; however, the employee needs to be aware of potential hazards. Prior to starting work in areas having unlabeled pipes, the employee shall contact the Company Safety Coordinator or Job Foreman to determine:

- The identity of the chemical in the pipes
- Potential hazards
- Safety precautions

IX. Multi-Employer Workplaces

Often one (1) or more contractors work on site with Southern Corrosion Inc. or employees of Southern Corrosion Inc. work at a site with employees of other employers. When employees of other employers are exposed to chemicals used or stored by Southern Corrosion Inc., then the other employers will be provided upon request:

- A copy of the MSDS
- Information on any precautionary measures that need to be taken to protect employees.
- The chemical labeling system used.

The Job Foreman is responsible for providing other employers with a MSDS or ensuring that the MSDS is available at the Job Site upon request.

X. Program Review

This Written Hazard Communication Program for Southern Corrosion Inc. will be reviewed by the Company President annually and updated as necessary.



CONFINED SPACE ENTRY PROCEDURE

Revised 1/03/2023

CONFINED SPACE STANDARD

1. Definitions

The following words and terms, when used in this policy shall have the following meaning, unless the context clearly indicates other wise.

"Attendant" means an individual with no other duties assigned to remain immediately outside the entrance to the confined space and who may render assistance as needed to employees inside the space.

"Blind" or "blinding" or "blanking" means the absolute closure of a pipe, line, or duct, to prevent passage of any material (e.g., by fastening a solid plate or "cap" across the pipe).

"Calibration" or "recalibration" means a laboratory or bench-top re-setting of alarm points, spans, and zeros, if applicable, according to manufacturer's specifications. "Calibration" or "recalibration" shall be conducted by a factory authorized service center, a factory trained technician, or a trained company technician.

"Confined space" means any space not intended for continuous employee occupancy, having a limited means of egress, and which is also subject to either the accumulation of an actual or potentially hazardous atmosphere as defined in this subsection or a potential for engulfment as defined in this subsection. Confined spaces generally include, but are not limited to, storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, manholes, underground utility vaults, acid tanks, digesters, ovens, pulpers, tunnels, and pipelines. open top spaces more than 4 feet in depth such as pits, tubs, vaults, and vessels may also be confined spaces if the three criteria above are met.

"Engulfment" means the surrounding and effective capture of a person by a finely divided particulate matter or a liquid. There is a potential for engulfment when such particulate matter or liquid exists in a sufficient quantity or a sufficient pressure to surround a person before normal exit can be effected.

"Entrant" means any employee who enters a confined space

"Entry" means any action resulting in any part of the employee's face breaking the plane of any opening of the confined space, and includes any ensuing work activities inside the confined space.

"Entry permit" means the employer's written authorization for employee entry into a confined space under defined conditions for a stated purpose during a specified time.

"Field checked" means a method of checking an instrument for a proper response in the field. It is a check of the instrument's functionality and is a pass/fail or go/no-go check. When an adequate response is not obtained then the equipment should be removed from service and adjusted or repaired by a factory authorized service center, or a factory trained technician, or a trained company technician.

"Ground-fault circuit-interrupter" means a device whose function is to interrupt the electric circuit to the load when a fault current to ground exceeds a predetermined value that is less than that required to operate the overcurrent protective device of the supply circuit.

"Hazardous atmosphere" means an atmosphere presenting a potential for death, disablement, injury, or acute illness from one or more of the following causes:

- (1) a flammable gas, vapor, or mist in excess of 10% of its lower explosive limit (LEL);
- (2) an oxygen deficient atmosphere containing less than 19.5% oxygen by volume or an oxygen enriched atmosphere containing more than 23% oxygen by volume;
- (3) an atmospheric concentration of any substance listed in Subpart Z of Part 1910 Standards above the listed numerical value of the permissible exposure limit (PEL); or
- (4) a condition immediately dangerous to life or health as defined in this subsection.

"Immediately dangerous to life and health (IDLH)" means any condition that poses an immediate threat to life, or which is likely to result in acute or immediately severe health effects. See Appendix A for concentrations at which several chemicals exhibit IDLH effects.

"Immediate severe health effects" means that an acute clinical sign of serious, exposure-related reaction is manifested within 72 hours of exposure.

"Lockout or tagging" means placing locks or tags on the energy isolating device in accordance with #3.B. of this standard. Tags shall indicate that the energy isolated device shall not be operated until the removal of the tag.

"Qualified person" means a person who is trained to recognize the hazard(s) of the confined space and how to evaluate those anticipated hazards and shall be capable of specifying necessary control measures to assure worker safety. the employer may designate an employee as employer representative for the purpose of assuring safe confined space entry procedures and practices at a specific site. The qualified person may also be the entrant when permissible according to #5.A. of this standard.

"Rescue team" means those persons whom the employer has designated prior to any confined space entry to perform rescues from confined spaces. A rescue team may consist of outside emergency personnel, provided that training requirements of #7A.2. of this standard have been met.

"Retrieval line" means a line or rope secured at one end to a worker's safety belt, chest or body harness, or wristlets with the other end secured to an anchor point or lifting device located outside the entry portal. The anchor point shall not be a motor vehicle. Retrieval lines must be of sufficient strength to remove an entrant when necessary.

"Zero mechanical state" means that the mechanical potential energy of all portions of the machine or equipment is set so that the opening of any pipe(s), tube(s), hose(s) or actuation of any valve, lever, or button, will not produce a movement which could cause injury.

2. Scope and Application

A. This section prescribes basic mandatory practices and procedures that employers must establish and use for employee entry into and work within confined spaces.

3. Preparation

Entry into a confined space shall not be made unless the qualified person has assure that the following procedures have first been completed:

A. All pumps or lines which may convey flammable, injurious, or incapacitating substances into a space shall be disconnected, blinded, double blocked and bled, or effectively isolated by other means to prevent the development of dangerous levels of air contamination or oxygen deficiency within the space. The closing of valves alone, or the closing of valves and locking or tagging them, is not considered effective protection. The disconnection or blind shall be so located or done in such a manner that inadvertent reconnection of the line or removal of the blind are effectively prevented.

1. This does not apply to public utility gas distribution systems

2. This does not require blocking of all laterals to sewers or storm drains unless experience or knowledge of industrial use indicates materials resulting in dangerous air contamination may be dumped into an occupied sewer.

B. All fixed mechanical devices and equipment that are capable of causing injury shall be placed at zero mechanical state (ZMS). Electrical equipment, excluding lighting, shall be locked out in the open (off) position with a key-type padlock except in cases where locking is impossible; in such cases equipment shall be properly tagged in accordance with 1910.145(f). The key should remain with the person working inside the confined space.

Installations under the exclusive control of electric utilities and companies performing the same functions as electric utilities on their own property for the purpose of communication, or metering, or for the generation, control, transformation, transmission, and distribution of electric energy located in buildings used exclusively for such purposes or located outdoors on property owned or leased by the utility or such companies or on public highways, streets, roads, etc., or outdoors by established rights on private property, are exempt from the requirements of this paragraph.

C. All confined spaces shall be emptied, flushed, or otherwise purged from flammable, injurious, or incapacitating substances to the extent feasible. Any signage or banners should be properly installed to assure worker safety. Initial cleaning shall be done from outside the confined space to the extent feasible.

D. Where the existence of a hazardous atmosphere is demonstrated by tests performed by the qualified person, the confined space shall be mechanically ventilated until the concentration of the hazardous substance(s) is reduced to a safe level, and ventilation shall be continued as long as the recurrence of the hazard(s) is possible or appropriate personal protective equipment shall be used by all employees during entry.

4. Atmospheric Testing

A. The qualified person shall assure that each confined space into which an employee may be required to enter is tested immediately prior to entry by a qualified person using direct reading instruments with remote sampling capacity for the following conditions:

1. Oxygen level;
2. potential flammable hazard; and
3. toxic materials known or expected to be present.

The testing of the atmosphere for a particular toxic material is not necessary where the presence of that material is known by virtue of a previous test and appropriate personal protective equipment to protect against that material is utilized.

B. When an attendant has been assigned, as prescribed by 5.A., a qualified person shall perform atmospheric testing during occupancy at intervals dependent on the possibility of changing conditions, but in no case less frequently than hourly. Atmospheric test results must be recorded on the permit at least hourly in accordance with 6.B.

C. When a non-attendant entry is permitted, at least one entrant shall wear a continuous monitoring device equipped with an alarm and capable of evaluating oxygen concentrations and combustible gas concentrations in the confined space.

When large confined spaces are entered, a sufficient number of monitoring devices shall be either worn or located in the work area to adequately monitor the atmosphere. The qualified person shall assess the need for mechanical ventilation in all confined spaces in accordance with the written permit system.

D. Each atmospheric testing instrument shall be calibrated according to the manufacturer's instructions or, if no manufacturer's specifications exist, at least yearly, and field checked immediately prior to its use. Instruments that are out of calibration or fail a field check cannot be used until they are properly calibrated.

5. Attendants and Rescue Teams

A. The qualified person shall evaluate each confined space that an employee may be required to enter by identifying and evaluating the hazards and potential hazards of that space. The qualified person then may allow an employee to make an unaccompanied, non-attendant entry into a confined space that has no potential for engulfment or IDLH atmosphere, provided the requirements of 4.C. are met.

B. An attendant shall be stationed immediately outside every confined space that has been found to have an IDLH atmosphere, a hazardous atmosphere or a potential for engulfment. The attendant shall be trained as directed by 7.A.2., be within sight or call of the entrant, and have the means available to summon assistance.

C. Rescue teams shall be available where the confined space has been found to have an IDLH atmosphere, a hazardous atmosphere or a potential for engulfment.

6. Permit Systems

A. The company will use a permit system for all confined space entries which includes a written permit procedure that provides the following minimum information:

1. The minimum acceptable environmental conditions that are acceptable for entry and work in the confined space;
2. A record of atmospheric test results conducted prior to entry and at least hourly thereafter when an attendant is required;
3. The last calibration date(s) for the oxygen detector and combustible gas indicator being used;
4. The signature of the qualified person responsible for securing the permit and reviewing conditions prior to entry;
5. A written description of the location and type of work to be done;
6. Each permit shall be dated and carry an expiration date of not more than 12 hours; the permit may be extended for another 12-hour period pending recertification of acceptable conditions

B. Entry permit forms shall be retained until the corresponding entry has been successfully completed.

7. Training

A. The company will inform employees of the hazards of working in confined spaces by providing specific training to employees before they may be authorized to enter a confined space.

1. General. The company shall assure that the qualified person and all employees who may be required to enter a confined space have received training covering the following subjects:

- a. Hazard recognition;
- b. Use of respiratory protection equipment if the use of such equipment will be required;
- c. Use of atmospheric testing devices for those employees required to perform atmospheric tests. Training shall cover field checks as specified by the manufacturer, normal use, and specific limitations of the equipment;
- d. Lockout and tagging procedures;
- e. Use of special equipment and tools;
- f. Emergency and rescue methods and procedures.

2. Rescue Teams. Rescue teams shall be trained to use the equipment they may need to perform rescue functions assigned to them.

a. At least annually rescue teams shall practice removing victims through openings and portals of the same size, configuration and accessibility as those of spaces from which an actual rescue could be required.

b. The attendant or at least one member of each rescue team shall hold current certification in basic first aid and CPR (Cardio Pulmonary Resuscitation).

B. The company will maintain the records of the most recent training program conducted. These records shall include the date(s) of the training program, the instructor(s) of the training program, and the employee(s) to whom the training was given.

8. Special Equipment and Tools

A. No sources of ignition shall be introduced into a confined space until the implementation of the appropriate provision of this section has ensured that dangerous air contamination due to flammable and/or explosive substances does not exist.

B. All electrical cords, tools, and equipment shall be inspected for visually detectable defects before use in a confined space. In the absence of low voltage circuits and equipment for double insulated tools, equipment shall be of the heavy duty insulation type or ground fault circuit interrupters shall be used.

C. No fan or other equipment used for removing flammable gases or vapors shall create an ignition hazard.

D. Cylinders of compressed gases shall never be taken into a confined space, and shall be turned off at the cylinder valve when not in use. When to be left unattended, the torch and hose shall be removed from the confined space. Open end fuel gas and oxygen hoses shall be immediately removed from enclosed spaces when they are disconnected from the torch or other gas-consuming device.

Exempt from this rule are cylinders that are part of self-containing breathing apparatus or resuscitation equipment.

9. Tripods, Safety Harnesses, Retrieval Lines and Respiratory Protection

A. Where the existence of an IDLH atmosphere, a hazardous atmosphere or potential for engulfment has been demonstrated by the qualified person, the following requirements shall also apply;

1. An appropriate retrieval device with retrieval line shall be used by an entrant(s), except where the retrieval lines themselves could cause a hazard because of structures, equipment, or becoming entangled with other lines inside the confined space. Where a retrieval line is used, the free end of the retrieval line shall be secured outside the entry opening either by another person holding the line or by securing it in some other manner.

2. When entry is made through a top opening, a hoisting device such as a tripod shall be provided for lifting employees out of the space.

B. When a person is required to enter a confined space which has either an IDLH atmosphere or a hazardous atmosphere there shall be either a positive-pressure self-contained breathing apparatus or a combined positive-pressure air-line respirator with an auxiliary self-contained air supply immediately outside the entrance to the confined space.

C. When a person(s) must enter a confined space which contains either an IDLH atmosphere or a hazardous atmosphere without a retrieval line attached, then each entrant shall be supplied with and wear a MSHA/NIOSH approved self-contained breathing apparatus.

D. All confined spaces - any space that has limited or restricted means for entry or exit, is not designed for continuous employee occupation, or is large enough for an employee to perform work - must be clearly identified. Preventing unauthorized entry of confined spaces is a

must, according to OSHA. Ensure others are safe by placing Confined Space Barriers to protect others from the dangers associated with confined spaces.

Prevent workers from entering into confined spaces with OSHA Manhole Confined Space Barriers. Shield unauthorized access onto ladders leading to confined spaces with Confined Space Ladder Shield Wraps.

APPENDIX A

Concentrations at which some common substances exhibit immediately dangerous to life or health (IDLH) effects.

Appendix A is a non-mandatory appendix. According to The National Institute for Occupational Safety and Health (NIOSH) the levels listed below represent a maximum concentration from which one could escape within 30 minutes without any escape-impairing symptoms or any irreversible health effects. These levels were published by the NIOSH in September 1985 and are subject to frequent change. This list is not meant to be all inclusive but is rather meant to list some of the more frequently encountered chemicals in confined spaces.

<u>CHEMICAL NAME</u>	<u>IDLH LEVELS</u>
Ammonia	500 ppm
Benzene	2,000 ppm
Butadiene	20,000 ppm
2 - Butanone	3,000 ppm
Carbon dioxide	50,000 ppm
Carbon monoxide	1,500 ppm
Carbon tetrachloride	300 ppm

Chlorine	25 ppm
Chlorobromomethane	5,000 ppm
Chloroform	1,000 ppm
Cresol	250 ppm
Cyclohexane	10,000 ppm
Dichlorodifluoromethane	50,000 ppm
Dichloromonofluoromethane	50,000 ppm
Ethyl acetate	10,000 ppm
Fluorotrichloromethane	10,000 ppm
Heptane	4,250 ppm
Hexane	5,000 ppm
2 - Hexanone	5,000 ppm
Hydrogen chloride	100 ppm
Hydrogen sulfide	300 ppm
Isopropyl alcohol	20,000 ppm
Liquefied petroleum gas	19,000 ppm
Methyl alcohol	25,000 ppm
Methyl cellosolve	2,000 ppm
Methyl cellosolve acetate	4,500 ppm
Methyl chloroform	1,000 ppm
Methylene chloride	5,000 ppm
Nitric oxide	100 ppm
Nitrogen dioxide	50 ppm
Octane	3,750 ppm
Ozone	10 ppm
Pentane	5,000 ppm
Petroleum distillates mixture	10,000 ppm
Phenol	100 ppm
Phosgene	2 ppm

Propane	20,000 ppm
Sodium hydroxide	200 mg/m ³
Stoddard solvent	5,000 ppm
Styrene	5,000 ppm
Sulfur dioxide	100 ppm
1,1,2,2, - Tetrachloro - 1,2 - difluoroethane	15,000 ppm
2 - difluoroethane	15,000 ppm
Toluene	2,000 ppm
Toluene - 2,4 - diisocyanate	10 ppm



Revision 1/2023

FALL PROTECTION PLAN

Water Tanks

I. Statement of Company Policy

Southern Corrosion, Inc. is dedicated to the protection of its employees from on-the-job injuries. All employees of Southern Corrosion, Inc. have the responsibility to work safely on the job. The purpose of this plan is: (a) To supplement our standard safety policy by providing safety standards specifically designed to cover fall protection on this job; (b) to ensure that each employee is trained and made aware of the safety provisions which are to be implemented by this plan prior to the start of the project.

This plan is designed to enable employers and employees to recognize the fall hazards on this job and to establish the procedures that are to be followed in order to prevent falls. Each employee will be trained in these procedures and strictly adhere to them except when doing so would expose the employee to a greater hazard. If, in the employees opinion, this is the case, the employee is to notify the foreman of the concern and the concern addressed before proceeding.

Safety policy and procedures on any one project cannot be administered, implemented, monitored, and enforced by any one individual. The total objective of a safe, accident free work environment can only be accomplished by a dedicated, concerted effort by every individual involved with the project from management down to the last employee. Each employee must understand their value to the company; the costs of accidents, both monetary, physical, and emotional; the objective of the safety policy and procedures; and what their individual role is administering, implementing, monitoring, and compliance of their safety policy and procedures. This allows for a more personal approach to compliance through planning, training, understanding, and cooperative effort, rather than by strict enforcement. If for any reason an unsafe act persists, strict enforcement will be implemented.

It is the responsibility of job site foreman to implement this Fall Protection Plan. The foreman is responsible for continual observational safety checks of the work operations and to enforce the safety policy and procedures. The foreman also is responsible to correct any unsafe acts or conditions immediately. It is the responsibility of the employee to understand and adhere to the procedures of this plan and to follow the instructions of the foreman. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or acts that may cause injury to either themselves or any other employees. Any changes to this Fall Protection Plan must be approved by the superintendent of field operations. All Fall prevention will adhere to OSHA standards any will be utilized above 6 feet.

II. Fall Protection Systems to be Used on this Project

Where conventional fall protection is infeasible or creates a greater hazard, we plan to do this work using a safety monitoring system and expose only a minimum number of employees for the time necessary to actually accomplish the

job. The maximum number of workers to be monitored by one safety monitor is four(4). We are designating the following trained employees as designated riggers and they are permitted to enter the controlled access zones and work without the use of conventional fall protection.

Safety monitor:

Designated rigger:

Designated rigger:

Only individuals with the appropriate experience, skills, and training will be authorized as riggers under the safety monitoring system and shall have been trained and instructed in the following areas:

1. Recognition of the fall hazards in the work area.
2. Avoidance of fall hazards using established work practices which have been made known to the employees.
3. Recognition of unsafe practices or working conditions that could lead to a fall, such as windy conditions.
4. The function, use, and operation of safety monitoring systems, guardrail systems, body belt/harness systems, control zones and other protection to be used.
5. The correct procedure for erecting, maintaining, disassembling and inspecting the system(s) to be used.
6. Knowledge of construction sequence or the rigging plan.

A meeting will take place prior to starting work involving all members of the crew and the supervisors of any other concerned on-site contractors. The meeting will be conducted by Southern Corrosion's foreman. During the pre-work meeting, rigging procedures and sequences pertinent to this job site will be thoroughly discussed and safety practices to be used throughout the project will be specified. Further, all personnel will be informed that the controlled access zones are off limits to all personnel other than those designated riggers specifically trained to work in that area.

Control Zone System:

A controlled access zone means an area designated and clearly marked, in which work may take place without the use of guardrail, safety net or personal fall arrest systems to protect the employees in the area. All areas of the water tank not provided with a ladder safety climb device or guardrail system will be considered a control zone during the initial rigging phase of the job.

Initial Rigging:

The foreman will initially inspect the condition of the existing structure prior to job start. He will assess the condition and strength of the following items:

Ladders
Walk Platforms & Handrails
Anchor Points for rigging
Anchor Points for lifelines

The foreman shall use the company provided safety harness and lanyard when making the initial assessment. He will use any safety climb devices that may be installed on existing ladders. Once all areas have been evaluated and all structures have been modified where applicable to create safe working and rigging conditions, rigging operations including the installation of lifelines will begin.

Safety Monitoring System for use when rigging & de-rigging:

A safety monitoring system means a fall protection system in which a competent person is responsible for recognizing and warning employees of fall hazards. This system will be used for circumstances when conventional fall safety measures are not possible. The duty of the safety monitor are to:

1. Warn by voice when approaching an open edge in an unsafe manner.
2. Warn by voice if there is a dangerous situation developing which cannot be seen by another person involved with rigging.
3. Make the designated riggers aware they are in a dangerous area.
4. Be competent in recognizing fall hazards.
5. Warn employees when they appear to be unaware of a fall hazard or are acting in an unsafe manner.
6. Be within visual sighting distance of the monitored employees.
7. Be close enough to communicate orally with the employees.
8. Not allow other responsibilities to encumber monitoring. If the safety monitor becomes too encumbered with other responsibilities, the monitor shall (1) stop the rigging process; and (2) turn over other responsibilities to a designated rigger; or (3) turn over the safety monitoring function to another designated, competent person.

The safety monitoring system shall not be used when wind is strong enough to cause dangerous conditions in the walking or working areas. The safety monitoring system will also be prohibited when walking – working surfaces become icy or slippery.

Holes:

Any holes larger than 12" x 12" will be covered with a patch plate of ¼" carbon steel welded over the hole. Possible locations of holes would be in the tank roof, catwalk floor, or tank floor.

Primary Fall Protection:

Company's personal fall arrest system.

**III. Implementation of Fall Protection Plan:
Exterior of elevated tank****Tank roof:**

All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point in the roof (ie. Vent pipe) not already being used by suspended rigging or scaffolding.

Tank Shell Walls:

All personnel will use the catwalk's existing guardrail system while standing, walking, or working on the catwalk floor provided the guardrail system meets this program's requirements. If working above the catwalk floor or the existing guardrail system does not meet this plan's requirements, then the fall protection system of the roof will be extended down the sides of the tank to the catwalk.

Tank Bottom:

A 5/16" "sky climber" cable or a 3/8" diameter steel cable will be properly clamped to a secure anchor on the catwalk (ie. Handrail post), and extended beneath the bottom and reconnected to the catwalk handrail at a location 180 degrees from the starting point. A second separate cable will be strung as the first at another location creating a "criss-cross" pattern across the tank bottom. Employees will use this horizontal safety line by attaching one of the lanyard snap hooks around the cable. The cable used as the safety line will not also be used for suspended rigging or scaffolding.

Column Legs, struts, and rods:

All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point on the catwalk (ie. Handrails, etc) not be used by suspended rigging or scaffolding.

Riser Pipe:

A lifeline will be attached to one of the cables under the tank bottom or to an upper level spider rod provided that: the rod has been tested for use as an anchor and the rod is not being used to suspend any other rigging. The worker will be secured using the company's personal fall arrest system. The worker will be suspended from rigging attached to the cable or spider rod not being used as the life-line anchor.

Interior of Elevated Tank:**Tank Interior:**

All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point in the roof (ie. Vent pipe, manway) not being used by suspended rigging or scaffolding.

Riser Pipe Interior:

All personnel will be secured using the company's personal fall arrest system. The lifeline of the system will be connected to an anchor point above or at the top of the pipe (ie. Manway curb, top ladder rung, roof vent) not being used by suspended rigging or scaffolding.

IV. Protection from falling objects.

All company employees at the job site must wear the company provided hard hat as required by Southern Corrosion's safety rules. Employees are to use suspended scaffolding equipped with guardrails and toe plates where applicable. When the rigging devices (ie. Ladders) are not equipped with guardrails or toe plates, the area in which objects could fall will be barricaded. Employees will be prohibited from entering the barricaded area.

V. Company Personal Fall Arrest System.

The company's Personal Fall Arrest System consists of the following components:

Safety Harness: Rose #502733 Pullover Harness or equal

Safety Lanyard: Rose #501222 Dyna-Brake Energy Absorbing Lanyard or equal

Rope Grab: Tiger Rope Grabs

Lifeline Rope: 5/8" Esterlene Rope

VI. Guardrail Requirements:

Top rail – 42" plus or minus 3" above the walking/working level.

Midrail – 21" or more above the walking/working level.

Toeboards – at least 3 1/2" tall and shall not have more than a 1/4" clearance between the bottom of the toe board and the top of the walking/working surface. Further, no gaps of 1" or greater will be permissible.

The top rails must be capable of withstanding, without failure, a force of at least 200 pounds applied within 2" of the top edge in any outward or downward direction, at any point along the top edge. When the 200 pound test load specified is applied in a downward direction, the top edge of the top rail shall not deflect to a height less than 39" above the walking/working level.

Midrails must be capable of withstanding, without failure, a force of at least 150 pounds applied in any downward or outward direction at any point along the midrail.

Guardrails shall be so surfaced to prevent injury to an employee from punctures or lacerations. The edge of the top rails and midrails shall not overhang the last handrail posts, except where such overhang does not constitute a projection hazard.

Toeboards will be capable of withstanding, without failure, a force of at least 50 pounds applied in any downward or outward direction at any point along the toeboard.

VII. Additional Fall Protection Methods

Where applicable, suspended scaffolding will be equipped with guardrails and toe plates.

Rigging will be provided to allow as close access to the work area as possible, preventing the potential fall hazards of employees overreaching.

VIII. Other Fall Prevention Measures Considered:

Guardrails – Guardrails will be used as primary fall protection only when they are an integral part of the existing structure or tank and meet the guardrail requirements of Section VI. of this plan. Guardrails are not sufficient for primary fall protection for suspended scaffolding and rigging because possible movement or swaying of the platform floor creates an unstable environment where the possibility of losing balance is higher than on a more stable surface. Further, the guardrails provide no protection in the event that the cable or rope that suspends the scaffolding and rigging breaks.

Safety Nets – Safety nets are not feasible for construction inside the water tank and riser pipe. Further, most potential falls from the tank exterior include the possibility of hitting parts of the tank structure (ie. Rods, struts) before reaching the net.

Use of JLG lifts – A water tank tower structure is complex with struts and rods that are not easily reached or are inaccessible to a JLG lift. This inability to come within reasonable reach of some portions of the structure would result in employees reaching well beyond the confines of the suspended bucket to reach areas, increasing the potential fall hazard.

IX. Enforcement

Constant awareness of and respect for fall hazards, and compliance with all safety rules are considered conditions of employment. The job site Foreman, Superintendent of Operations, and the Company President reserve the right to issue disciplinary warnings to employees, up to and including termination for failure to follow the guidelines of this program.

X. Accident Investigations

All accidents that result in injury to workers, regardless of their nature, will be investigated and reported. It is an integral part of any safety program that documentation take place as soon as possible so that the cause and means of prevention can be identified to prevent a reoccurrence.

In the event that an employee falls or there is some related, serious incident occurring, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of falls or incidents from occurring.

XI. Changes to Plan

Any changes to the plan will be approved by the superintendent of operations. This plan shall be reviewed by qualified person as the job progresses to determine if additional practices, procedures or training needs to be implemented by the competent person to improve or provide additional fall protection. Workers shall be notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changed shall be maintained at the jobsite.



SOUTCOR-CL

CMESSINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2024

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 Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	CONTACT NAME: PHONE (A/C, No, Ext): (860) 652-3235 FAX (A/C, No): (860) 652-3236 E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com																					
INSURED Southern Corrosion, Inc. 524 NC Hwy 125 Roanoke Rapids, NC 27870	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Crum & Forster Specialty Insurance Co</td><td>44520</td></tr><tr><td>INSURER B :</td><td>Selective Insurance Group</td><td>2429</td></tr><tr><td>INSURER C :</td><td>American Interstate Insurance Company</td><td>31895</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Crum & Forster Specialty Insurance Co	44520	INSURER B :	Selective Insurance Group	2429	INSURER C :	American Interstate Insurance Company	31895	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 ☒ Pollution/Profession ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPK-147033	3/3/2024	3/3/2025	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 \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2532262	3/3/2024	3/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EFX-124815	3/3/2024	3/3/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
C	☒ 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	AVWCNC3254312024	3/3/2024	3/3/2025	☒ 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)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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

Water Tank Maintenance RFP Submittal Review

Date:	October 11, 2024	25W. Cedar Street
Client:	City of Mary Esther	Suite 350
Prepared by:	Mike Criddle	Pensacola, FL 32502
Participants:	Dillon Morris, Shawn Lindsey	United States
Copies to:	Scott Jernigan	T +1.850.438.2740
		www.jacobs.com

On October 3, 2024, the City of Mary Esther (City) held a public bid opening meeting for RFP 2024-08 (Water Storage Tank Maintenance Program). At the request of the City, the three RFP submittals received and opened at the meeting, for the subject water tank maintenance program were reviewed by Jacobs Engineering Group Inc. (Jacobs) for completeness. The submittals were rated against the required elements of the RFP and the results are summarized in the matrix below.

The apparent low bidder for the program is U.S. Tank, Inc. The RFP submittal from U.S. Tank, Inc. was largely complete, lacking only one document or statement regarding contract cancellations or litigation in the last 10 years. The company's list of current tank conditions, required work, and renovation schedule was far superior to the two other bid submissions. Additionally, their contract inflation rate was capped at 3% which will result in significant savings for the City if a contract renewal is desired after the initial term.

It is my recommendation that the City requests the missing document or statement from the apparent low bidder (U.S. Tank, Inc.) and present the complete RFP packages and matrix to the selection committee for approval.

RFP Requirement	Razorback LLC	Southern Corrosion	U.S. Tank, Inc.
Letter of Interest	✓	✓	✓
Company Narrative	✓	✓ ¹	✓
Work & Renovation Details	✓		✓
List of Systems Under Maintenance Program	X ²	✓	✓
Specify Frequency of Inspections	✓ ³	✓	✓
Insurance Certificate	✓	✓	✓
Pollution Liability Insurance	X ⁴	✓	✓
10-Year Contract Document	✓	X	✓

¹ Website link provided for detailed company narrative.

² 35 systems listed as being under contract and separately in the "Approach" versus the 40 requested in the RFP.

³ Inspections included on pricing matrix.

⁴ Pollution liability policy not listed; further investigation would be required to determine if available.

Project Notes

Safety Program	✓ ⁵	✓	✓ ⁶
License Information	✓	✓	✓
Contract Cancellations & Litigations	✓ ⁷	✓	X ⁸
Management Structure & Expertise	✓	✓	✓
Disclosures	✓	✓	✓
Pricing Matrix Completed	✓	X ⁹	✓

⁵ Only document Table of Contents included in submittal.

⁶ Safety program manual provided under separate cover from the RFP submittal.

⁷ Razorback stated their company had “no pending or past investigative, disciplinary, or enforcement actions against the firm.” The word litigation was not included in this statement.

⁸ Contract cancellations or litigations not mentioned or listed in RFP submittal.

⁹ Totals for each year listed – inflation percentage box left blank.

Vendor	Raw Total	Perctange	Total Points	Weighted Total	Final Score
Razor Back - Qualifications and Experience	12	0.8	25	20	
Razor Back - Performance and Interactions	13	0.866666667	20	17.33333333	
Razor Back - Overall Response Quality and Reference Results	11	0.733333333	15	11	
Razor Back - Financial Strength, Litigations, Ability to Obtain Insurance	12	0.8	10	8	
Razor Back - Cost Proposal	10	0.666666667	25	16.66666667	
Razor Back - Local - Primary Offices	0	0	5	0	73
Southern Corrosion - Qualifications and Experience	15	1	25	25	
Southern Corrosion - Performance and Interactions	15	1	20	20	
Southern Corrosion - Overall Response Quality and Reference Results	13	0.866666667	15	13	
Southern Corrosion - Financial Strength, Litigations, Ability to Obtain Insurance	13	0.866666667	10	8.666666667	
Southern Corrosion - Cost Proposal	11	0.733333333	25	18.33333333	
Southern Corrosion - Local - Primary Offices	0	0	5	0	85
Us Tank - Qualifications and Experience	15	1	25	25	
Us Tank - Performance and Interactions	15	1	20	20	
Us Tank - Overall Response Quality and Reference Results	15	1	15	15	
Us Tank - Financial Strength, Litigations, Ability to Obtain Insurance	15	1	10	10	
Us Tank - Cost Proposal	15	1	25	25	
Us Tank - Local - Primary Offices	0	0	5	0	95

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: November 4, 2024

SUBJECT: Parks and Greenways Master Plan

BACKGROUND:

The City Council budgeted \$90,000 for a Parks and Greenways Master Plan. This plan is needed to develop a comprehensive parks and greenways system for the City of Mary Esther. Kimley-Horn and Barge Design Solution were asked to submit proposals which were reviewed by staff and discussed with the two firms. Each proposal was considered very good and found to be in line with what we needed in scope, timeline, and budget. Both proposals are attached for your reference.

DISCUSSION:

Barge Design Solutions recently completed our Community Vision Plan. As a result, they have completed some of the data collection and are familiar with our community and park needs. For this reason, staff recommends selecting Barge Design Solutions for the Parks and Greenways Master Plan.

FINANCIAL IMPACT:

The project budget is \$90,000; the Kimley-Horn Task Order is \$88,650 and the Barge Design Solutions Task Order is \$84,664.

RECOMMENDATION:

Motion to approve the task order with Barge Design Solutions for a Comprehensive Parks and Greenway Master Plan.

ATTACHMENT(S):

1. Task Order - Barge Design Solutions
2. Task Order - Kimley-Horn

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Project Schedule
- V. Client's Responsibilities
- VI. Compensation

I. Project Description

This task order proposal is for the purpose of Barge Design Solutions (Barge) to provide professional services to the City of Mary Esther (Client).

Barge is pleased to present Mary Esther with this proposal for a **Comprehensive Parks and Greenways Master Plan**. The city currently maintains approximately 11 parks and has several undeveloped properties. This scope will assess the current level of service and develop a strategic plan to address the community's needs. Barge will leverage our knowledge of the community from our extensive work on the Client's Vision Plan and provide a Strategic Plan and Implementation Framework including an Action Plan.

II. Scope of Services

The following sections provide a description of the purpose, activities, deliverables, and assumptions anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff, coordinate with Client staff, and submit monthly invoices with updated schedules and budgets as applicable

Task 1 - Existing Conditions Research and Analysis, Project Kickoff Meeting, and Coordination

1.1 Existing Documentation Collection and Review

Barge has collected existing documentation from the Client through previous projects. This task includes updating park mapping and demographic information from the Vision Plan. Additional information needed from the Client may include, but is not limited to, the following:

- Information on undeveloped park parcels
- Internal plans, sketches, or ideas for any of the park parcels
- The last five years of operating budgets, maintenance records, and capital projects
- Current management structure of recreation facilities
- Any current participation and user data for existing programs and facilities
- Other relevant information could include circulation/traffic data and transportation plans, available site plans, recently updated GIS data, and other documents of existing parks and recreation facilities supplied by the Client.

Barge will compile the available information in a list format which will be reviewed at the Project Kickoff Meeting.

1.2 Project Kickoff Meeting

The Barge team will conduct a virtual/hybrid Kickoff Meeting with the Client to review the information gathered and discuss if there is missing information to be supplied by the Client.

The following are other key topics to be covered at the Kickoff Meeting:

- Confirm project goals, objectives, scope, and schedule.
- Review the Client's mission and goals and outline guiding principles.
- Discuss expectations and measures of success of the completed plan.
- Review the demographic research and update analysis
- Establish lines of communication, points of contact, level of involvement by Client staff and local leaders, and other related project management details.
- Gather contact information for determining key leadership/focus group interview portion of the Parks and Greenways Master Plan. During the meeting, Barge will also refine the strategy for the public engagement phase, including the online survey.

Following this meeting, Barge will develop a specific community involvement plan setting forth the strategy, means, methods, and timing for the public outreach component of the planning process.

Deliverables for this task include:

- Kickoff Meeting Notes
- Update of Demographic Analysis
- Existing Parks and Trail Map
- Park Evaluation Summary

Task 2 - Community Needs Assessment

2.1 Prepare for Public Needs Assessment

During this phase, Barge will conduct a publicized public involvement process using various media and forums in order to gather information on the public's view of the current parks and recreation facilities, service delivery, and programs, and their views on what the future of parks and recreation in Mary Esther should hold. This information will be a key element in developing the needs assessment, in creating recommendations for new and upgraded facilities and programs, and in setting priorities for future budgets. Media relations and publicity is not included in this scope; however, meeting flyers and suggestions on text to promote the online survey is included.

2.2 Stakeholders Interview Meetings

Barge will work with the Client to finalize the list of members to attend the stakeholder interview meetings. It is assumed that Barge will host up to three interview meetings, and they will take place virtually over two consecutive days. Barge will coordinate times for the stakeholder interview meetings, arrange for and plan the meetings, and work with the Client to determine a method for the invitation and the individuals who will participate in each. Barge will facilitate and document the meeting discussions.

2.3 Statistically Valid Online Survey

Barge will lead the team in the creation and administration of the online survey. Based on the population of Mary Esther, approximately 352 responses are desired to achieve a 95 percent level of confidence with a margin of error of +/- 5 percent overall. The survey instrument is administered at a timeline within the project where the information can be used to help break down barriers and build consensus.

Questions on the survey will be developed in partnership with Client staff. A survey is generally 20-24 questions in length and takes approximately 10-15 minutes to complete online and will be open for approximately 4 weeks. The survey will be promoted through the City's website and promotional mediums to maximize outreach and response rates. Staff will review one survey draft. Then, Barge staff will conduct a pretest to determine if questions are understood and can be answered by respondents. Should issues arise, Barge will discuss with the Client and will complete one set of revisions to the survey.

As part of the promoting of the survey, Barge will assist the Client with promotional text and graphics to include in their newsletters, website, and social media accounts. While the survey is open, Barge will provide weekly updates on the progress. If some segments of the population are not participating, Barge will ask Client staff to improve outreach to those areas. It is essential that the Client assist with these additional outreach efforts as needed in order for us to obtain responses from a representative cross-section of the community, which is necessary for a statistically valid survey.

After the survey has closed, data analysis will begin. Barge will provide a draft of the needs assessment based on the survey results, including respondents' comments, for the Client to review. The report will include a summary of findings, graphs, charts, and infographics to communicate the data results. This information will be summarized in a presentation for posting on the City's website and for inclusion in the final report.

2.4 Public Needs Assessment Open House

Following the survey process, Barge will work with the Client to facilitate a Public Needs Assessment Open House. Barge will work with the Client to plan the agenda, date, location, and logistics for the meeting. Barge will also prepare flyers for the Client to use to promote the event. At the meeting, Barge will facilitate the interactive stations but will rely on City staff help for access to microphones, monitors, and other related items.

Given the desire of the Department to have specific information on several of the parks, Barge will provide 24 x 36 sheets (GIS maps maximum of 1 inch = 40 ft scale and some small parks may be on the same sheet) of the following parks and invite the public to "play planner". This exercise involves the public layout out idea using cutout of the proposed park facilities. The following are six parks/locations to be included are:

- Oak Tree Park
- Springdale Park
- Elliott Park
- Bryn Mawr Park
- South Bryn Mawr Park
- Adjacent public land next to Mary Esther Public Library

2.5 Public Input Results, Summary of Needs Assessments, and Meeting

At the conclusion of this phase, Barge will review the public input results with Client staff in a virtual meeting to provide initial recommendations in order to gather feedback. Barge will create a presentation for this meeting to summarize the needs assessment, which will

include a level of service analysis. Once we receive comments and updates are made, then Barge will move forward with Task 3.

Deliverables for this task include:

- Public engagement flyer, promotional text, and graphics
- Meeting materials for the interactive park stations including two facility boards, large map, bucket supplies, sticky notes, dots, and sign-in sheet
- Statistically Valid Online Survey
- Public Input Results and Level of Service Analysis
- Summary of Needs Assessments and Meeting

Task 3 - Parks and Greenways Master Plan Process

The purpose of this task is to assemble results to produce a series of recommendations and an Action Plan to guide the Client in the development and administration of facilities for the next 10 years.

3.1 Strategic Implementation Action Plan

Barge will prepare a draft Strategic Implementation Action Plan. The plan will be designed to include such recommendations as refurbishment and expansion of existing facilities and recommendations for new facilities and programs to keep pace with expected development and population growth. The plan will contain a vision for the future of parkland and facilities. It will include strategies and tactics, a designated group responsible for each tactic, schedule, and performance measures. The plan will address the following elements:

- A shared mission statement and vision, goals, objectives, and operating philosophy.
- A prioritized land acquisition plan, including generalized locations within the City, acquisition timing or priority, and order-of-magnitude acquisition costs by area. The acquisition plan will include land needed for new facilities as well as for open space.
- Prioritized new facility development recommendations, including type(s) and size of facilities, location, and intended use/activity focus. Both built facilities and open space are addressed as are development timeframes.
- Prioritized existing and future park facility expansions and improvements. Barge will identify improvements to existing Client-owned Park facilities based on the recommended level of service standards. Recommendations will identify the facility, location, and scope of improvements. A rating scale indicating the timing/priority of the improvement will be included.
- Recommendations guidelines on wayfinding signage and signage for the parks with a conceptual illustration for the Client to consider.
- Exhibit of existing and proposed recreation trails and sidewalk connections using GIS mapping.
- Development of strategies, priorities, and an analysis of budget support and funding mechanisms for the short-term, mid-term, and long-term for the parks system.
- Given the Client's pursuit for eventual National Recreation and Park Association's **(NRPA's) Commission for Accreditation of Park and Recreation Agencies (CAPRA) Accreditation**, The City will be able to use the short-term recommendations as their Strategic Plan report document that is consistent with elements outlined in CAPRA.

3.2 10-Year Capital Improvement Plan (CIP)

Barge will develop top-level, order-of-magnitude development costs for new facilities and improvements to existing ones, including, if necessary, estimates for land acquisition based on consultation with Client staff regarding land costs. Barge will also develop estimates of cost for additional operations and maintenance for upgraded and new facilities and programs.

In this phase, Barge will review and update the level of service standards by developing recommendations for the Client's budget and providing an assessment of existing allocations and current capacities to absorb additional facilities and services. Budgeting and funding priorities and recommendations will be developed. Barge will evaluate the Client's existing budget information to determine if there are shortfalls in funding required to support the improvements identified. Barge also will provide recommendations regarding alternative sources of funding. Barge will provide a draft 10-year CIP to the Client for review and input during the implementation workshop.

3.3 Parks and Greenways Master Plan – Preliminary Report and Implementation Workshop

Barge will then develop a draft report that summarizes the recommendations and includes the Action Plan. Barge will submit the draft and meet virtually/hybrid with Client staff to present the draft report in a workshop-style meeting format.

Recommendations will be received from the Client to be incorporated into a final draft report.

Deliverables of this task include:

- Strategic Implementation Action Plan
- Conceptual Signage and Wayfinding
- 10-year CIP
- Parks and Greenways Master Plan - Preliminary Report
- Implementation Workshop

Task 4 - Final Report and Presentation to City Council

4.1 Parks and Greenways Master Plan – Draft Report and Presentation

The final draft report will include details, including maps, graphics, tables, and written text, to submit the draft report to the City Council. Barge will make a presentation of the findings and recommendations of the planning study at a meeting with the City Council. This presentation provides an opportunity for City Council Members and the public to comment on the draft report.

4.2 Parks and Greenways Master Plan – Final Report

Following the public presentation to the City Council, the Barge team will incorporate comments, complete the written final report, and submit the final deliverables to the Client.

The final deliverable will include one printed copy, one electronic copy including maps and graphics in a print-ready version, and a combined file for posting online.

Deliverables of this task include:

- Draft Report
- Presentation to City Council
- Final Report

Task 5 - Conceptual Park Designs

5.1 Conceptual Park Designs

Utilizing the input from the Open House Play Planner exercise, Barge will analyze the information and create Conceptual Park Designs for the three to four of the locations noted in the Open House task and below. Barge will determine, with the client, the three or four found to be the highest priority parks based on the public feedback to create Conceptual Park Designs for. These plans will be at 1 inch to 40 ft scale and will be preliminary designs. They will include a list of proposed improvements and high-level opinions of probable costs (OPC). Barge to provide draft plans to the Client to review. Scope includes one round of comments. Additional changes will result in additional services. This work could be concurrent with the work on the Draft and Final Report.

Three or four parks will be selected from the following list of six parks/locations to prepare concept designs for:

- Oak Tree Park
- Springdale Park
- Elliott Park
- Bryn Mawr Park
- South Bryn Mawr Park
- Adjacent public land next to Mary Esther Public Library

These plans will help guide the community investment in the future. The color-rendered plans and OPCs could be used in grant applications or other fund-raising efforts.

Deliverables of this task include:

- Draft Conceptual Park Designs for three to four sites
- Final Conceptual Park Designs and high-level OPC for the three to four sites

III. Project Understandings, Assumptions, and Exclusions

1. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

- The Barge team will have access to the sites and facilities as required.
- Assumes timely receipt of critical project information from the Client and other City Departments.
- All materials will be provided in English. Translation services are not included.

2. The following excluded services can be provided as an additional service with an appropriate adjustment in fees and schedule.

- Schematic Design, Design Development, or Construction Documents for the proposed park improvements, signage, etc.
- Printing requests that are not noted in this scope of services
- Environmental studies and reports
- Development of perspective drawings unless noted herein
- Geomatics/surveying of any kind
- Permitting of any kind
- Preparation of applications and supporting documents for private and governmental grants

IV. Project Schedule

The total duration for this design phase scope of services is anticipated to be 10-12 months; however, Barge will meet with the Client at the onset of the project to determine a feasible schedule. This schedule will be provided at the Kickoff Meeting. It will include a list of the meetings as outlined in the Scope of Services.

V. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- Provide information and data as required to support the development of Barge's scope, as required in the project agreement for services.
- Provide review comments in a timely manner.
- Provide a single point of contact for project coordination purposes.
- Provide coordination of public meetings, including public announcements/invitations, meeting space, public information, and associated expenses.

VI. Compensation

For performance of the Project authorized under this scope, the Client agrees to pay Barge for time worked on the project by various personnel plus applicable expenses properly charged to the project in accordance with Continuing Professional Consulting Services dated June 21, 2021. The Not to Exceed budget to perform the scope of services is **\$84,664** as listed in the table below. The budget status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table

Items	Fee Type	Estimated Amount
Task 1 - Existing Conditions Research and Analysis, Project Kickoff Meeting, and Coordination	Hourly	\$8,173
Task 2 - Community Needs Assessment	Hourly	\$16,496
Task 3 - Parks and Greenways Master Plan Process	Hourly	\$23,640
Task 4 - Final Report and Presentation to City Council	Hourly	\$20,325
Task 5 - Conceptual Park Designs	Hourly	\$16,030
	Total	\$84,664

TASK ORDER for Comprehensive Parks and Greenway Master Plan

This TASK ORDER is issued under the Continuing Professional Consulting Services Agreement dated June 21, 2021, between the City of Mary Esther (Client) and Barge Design Solutions, Inc. (Consultant) for services to be provided by Consultant for Client for Planning Services, as described in the Consultant's Exhibit A – Scope and Fee Proposal dated September 30, 2024. Exhibit A is incorporated into and part of the Continuing Professional Consulting Services Agreement.

All terms and conditions of the Continuing Professional Consulting Services Agreement shall continue in full force and effect. This Task Order is accepted, and Consultant is authorized to proceed.

City of Mary Esther, FL	Barge Design Solutions, Inc.
By:	 By: _____
Printed Name:	Printed Name: Kevin Kennoy
Title:	Title: VP, Client Service Lead
Address:	Address: 600 Grand Boulevard, Suite 203 Miramar Beach, FL 32550
Date Signed:	Date Signed: 10/11/2024



September 17, 2024

Mr. Jared Cobb, City Manager
City of Mary Esther
195 Christobal Road N
Mary Esther, Florida 32569

Re: Task Order for Professional Services
City of Mary Esther Parks and Recreation System Plan

Dear Mr. Cobb:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Mary Esther ("Client") for providing professional consulting services under the General Consulting Service On-Call agreement, dated March 24, 2022.

Project Understanding

Kimley-Horn is pleased to provide the following approach for completion of a Parks and Recreation System Plan. It is anticipated that the adopted plan would include recommendations for parks, greenways, blueways, docks, and trails. Our approach is consistent with guidelines for Park and Recreation System Plans outlined by the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) as a best practice.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- City will provide construction plans or master plans for parks or recreation facilities relevant to the completion of the System Plan.
- City will provide digital GIS files for the project study area which shall include relevant City layers and those of containing information regarding adjacent municipal/county facilities that are used by residents. Data to be provided by the City include vacant or undeveloped City-owned parcels in addition to existing City owned or managed park sites and facilities.
- Project schedule is estimated to be twelve (12) months.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Existing Conditions Analysis

- **Task 1.0 – Project Administration**

Kimley-Horn will coordinate work with the City's Project Team on a biweekly call, monthly progress reports, and monitor the project's workplan schedule and progress.

- **Task 1.1 – Kickoff Workshop**

Kimley-Horn will conduct one in-person kickoff with the Project Team (City Staff) to review and discuss:

- Project purpose, scope, and schedule
- Project roles and expectations
- Overview of the City's parks and recreation system attributes
- Needs, priorities, obstacles, opportunities, and implementation goals
- Comprehensive Plan and other guiding documents
- Strategies and public engagement alignment goals, including interviewees and participants; and
- Final document format.

- **Task 1.2 – Guiding Documents and Data Review**

Kimley-Horn will review guiding documents and data provided by the City and compile an analysis of relevance to existing efforts. Sources may include the following:

- Current Comprehensive Plan (including most updated Data Inventory and Analysis)
- Community Vision Plan (and all available documents)
- City Impact Fee Schedule
- Misty Water Pier and Boat Ramp Design Documents
- Azalea Park Concept Plan
- FY 24 and FY 25 Action Plan
- Capital improvements program (current draft) / 5-YR Strategic Plan (infrastructure)
- Annual budget and financial reports
- Asset Management Program and O&M procedures
- List of current partnerships (YMCA, etc.), community special events, current recreation programs and sports leagues (both adult and youth), program levels and schedules; and
- Other relevant studies, data, and information as available

Kimley-Horn will prepare a digital GIS base file in the MXD file format for the project study area (the study area is determined by expanding the City's limits by one mile in each direction) which shall include relevant City layers and those of containing information regarding adjacent municipal facilities that are used by residents. Kimley-Horn will use data obtained to prepare a graphic map suitable for use in the Master Plan report and for public display. Data to be provided by City should include vacant or undeveloped City-owned parcels in addition to existing City owned or managed park sites and facilities. Sources for the GIS data shall be public and may include:

- Municipal data
- Adjacent municipality data
- Private; HOA

- **Task 1.3 – Demographics Analysis**

Kimley-Horn will evaluate the latest public US Census data and BEBR projected population trends in the City including the size, character, ages, gender, ethnicity, income level and education level. Kimley-Horn will review, identify, and summarize trends, and graphically depict key findings in charts, graphs or maps that have specific relevance for park and recreation planning.

- **Task 1.4 – Park and Facilities Evaluation and Inventory**

Kimley-Horn will conduct a series of site evaluations to observe the City owned and managed assets including parks and trails, estimated to be about fifteen (15) sites. Using a criteria adapted from Project for Public Spaces (PPS) methodology for evaluating the effectiveness and performance of the public space, the criteria focuses on elements that promote placemaking and high-quality lifestyles for communities. The specific criteria used for the City will be developed with input from City staff. Elements may include:

- *Design and Materials*: Includes observations of the quality of design, materials, use of standards and incorporation of current codes or requirements and the durability of a space.
- *Use*: Includes the observation of users or evidence of users of a space, range of offerings, balance of activities and contextual consistency.
- *Maintenance*: Includes observations of the quality of upkeep of a space, general condition and life cycle, evidence of pride of users and maintenance, and presence of deferred improvements.
- *Comfort*: Includes observation of a space's first impression, comfort of users, visual attractiveness, and perception of safety.
- *Access and Connectivity*: Includes observation of universal accessibility barriers, multi-modal connectivity, dominance of the space by a transportation use other than pedestrian and bicycles and ease of access from surrounding areas.
- *Sustainability*: As a three-part category, observations focus on social interactions and connections to surrounding neighborhoods, environmental considerations and promotion that result in net positive contributions, and economic viability and contributions.

The inventory will include the review of the following:

- Park Name and Facility addresses (to be provided by City)
- Existing park type/classification and functionality description (to be provided by City)
- Acreage (to be provided by City)
- Inventory of amenities (based upon observations)
- Capacity of amenities based upon industry standards and national Facility LOS benchmarks

The evaluation will use observational-based information collected to rate the performance of each park or trail, providing summaries of key successes, and opportunities for improvements. Existing conditions of park amenities will be identified and combined with observations to outline recommended capital and operational improvements tied to documented needs and community priorities. Inventory data will include the identification of other existing public parks or recreation facilities available to residents.

NOTE: This evaluation is not intended to be an engineering review of the viability, integrity, or structural condition of existing facilities.

- **Deliverables**

- *Guiding Documents Summary (Task 1.2)*
- *Base Map(s) (Task 1.2)*
- *Demographic Analysis (Task 1.3)*
- *Park Evaluations Summary (Task 1.4)*

Task 2 – Community Needs Assessment

- **Task 2.1 – Level of Service Gap Analysis and Benchmarking Analysis**

Kimley-Horn will work with City staff to verify existing park level of service standards in coordination with current NRPA and SCORP standards as well as with the City's currently adopted Comprehensive Plan and its Data Inventory and Analysis. The Level of Service (LOS) gap analysis will include acreage and facility level of service comparisons using demographic projections analyzed before. Kimley-Horn will prepare estimated park acreage and facility needs for 5, 10 and 15-year increments.

Kimley-Horn will also conduct a GIS-based Access for Gaps/Proximity service area analysis for each existing park based on City-wide provision of access. Drive-to (10 miles), bike-to (3 miles) and walk-to (1/2 mile) distances (based on available GIS data for streets within the City) will be identified, allowing the team to identify gaps in overall service area. City and other provider information will be identified.

Kimley-Horn will complete a comparative analysis of the City's parks system with a selection of peer communities based on City staff input. Categories of comparison may include, staffing and funding levels/expenditures, Level of Service standards and demographics. Figures will be compared to peer and national average where possible.

- **Task 2.2 – Public Engagement**

Kimley-Horn will conduct a series of focus group meetings, stakeholder interviews, pop up events, and a community meeting to gather qualitative information regarding needs and priorities from residents. In coordination with the City, efforts will be made to reach diverse segments of the community including underserved populations, youth, elderly, and disabled park users and non-users to obtain input for the System Plan regarding park improvements, services, usage, and preferences. The public involvement task may include the following events:

- **Stakeholder Interviews (8):** Up to eight interviews, each approximately 30 minutes in length and may be completed virtually. Community stakeholder interviews will be coordinated with Focus Groups for location and date/time. Interviewees may include:
 - Mayor, Mayor Pro Tem, and other Councilmembers
 - City Manager
 - Additional Public Works or Community Garden staff or volunteers
- **Focus Group Meetings (4):** Up to four focus groups, each in-person Focus Group

will be approximately 60 minutes and include between 6-10 participants. Focus Group participants may represent some of the following special interests:

- *Athletics*: Customers/participants and staff leads for athletic leagues and programs,
- *Seniors/Active Adults*: Participants and staff leads for senior programs.
- *Parents and Youth*: 18 and under representatives and parent participants in department programs, and school district representative(s).
- *Connectivity*: Local advocates from the trails, bike, and pedestrian community.
- *Marine/Boating*: Representatives and advocates of marine access and boating.
- **Community Workshop (2)**: One in-person meeting at a centrally located facility and one (1) virtual presentation and workshop to be facilitated by Kimley-Horn via Zoom.
- **Pop-up Events (3)**: Up to three (3) in-person pop-up tents/booths at local community events, to be coordinated with City staff.
- **Handouts and Other Media**: Kimley-Horn will provide a set of announcements for social media postings (Facebook, Instagram, and Twitter) for public engagement events. Graphic flyers and posters will be provided for posting at park and public facilities.

All stakeholder interviews, focus groups, and community meetings are to occur over a single week period to build public excitement and participation. For each public meeting, City staff will be responsible for the arrangement of meeting logistics such as identification of focus group participants and advertising.

• **Task 2.3 – Statistically Valid Online Survey**

Kimley-Horn will coordinate with City staff during develop of a statistically valid online survey focused identifying the parks, recreation and trails needs and priorities of the community. A draft survey will be provided to the City for review prior to administration.

Techniques utilized for administration of survey will include website posting and coordination with City managed social media accounts. The statistically valid survey will have a targeted sample size of 400 with a level of confidence of 95% and margin of error of +/- 5.0%. Final accuracy of survey will be based upon total number of unique respondents within the survey time. A final digital report will be provided key findings and cross tabulations.

NOTE: Should the City desire, Kimley-Horn can execute a statistically valid, randomly stratified, mail/telephone/online survey administered by ETC Institute in addition or substitution to the scope included in this proposal.

• **Deliverables**

- *Level of Service Analysis Maps (Task 2.1)*
- *Comparative Analysis (Task 2.1)*
- *Public Engagement notes and materials (Task 2.2)*
- *Statistically Valid Online Survey (Task 2.3)*
- *Needs and Priorities Assessment Summary (Task 2.3)*
- *Needs and Priorities Assessment PowerPoint (Task 2.3)*

Task 3 – Long-Range Vision

- **Task 3.1 – Visioning and Implementation Workshop**

Consultant will facilitate a one-(1) day in-person series of two (2) workshops with City staff, general public, special interest groups, stakeholders, school representative(s), and community officials to develop a long-range vision for the City's parks, recreation, and open space system. A preliminary agenda for the workshops includes:

- Presentation of the Needs Assessment findings
- Discussion of alternative “responses” to needs and priorities, including alternative roles for the City as provider, partner and/or facilitator
- Development of 5-year and 10-year goals and objectives with long-term 15+-year goals identified
- Review and discuss LOS gaps and standards and alternatives for parks and facilities
- Potential partnership and alternative funding opportunities
- Park, recreation facilities, and greenway improvement recommendations

Kimley-Horn will prepare a summary set of notes of key principles, concepts, and ideas developed during the workshop for review and future refinement. City staff will be responsible for the arrangement of meeting logistics such as identification participants, advertisements, catering, if desired, and booking of meeting facilities.

- **Task 3.2 – Conceptual Park Designs**

Kimley-Horn will create a series of prototypical park plans or individual park concept plans (up to five) that incorporate high-level activity programming and landscaping recommendations to meet future needs and priorities of the community.

- **Task 3.3 – Conceptual Signage and Wayfinding**

Kimley-Horn will create a “family” of options for signage and wayfinding with product recommendations for maintenance and replacement ease.

- **Task 3.4 – Order of Magnitude Estimate of Probable Construction Costs**

Kimley-Horn will prepare an “order-of-magnitude” opinion of probable construction costs (Excel) to implement each of the parks and/or other improvements identified during the Vision Workshop including:

- Land Acquisition (based on costs/acre provided by the City)
- Park/Facility Development (based on comparable facilities)
- Operations and Maintenance for proposed system (based on historic data provided by the City)

- **Deliverables**

- *Long-Range Vision Plan (Task 3.1)*
- *Implementation Workshop notes (Task 3.1)*
- *Conceptual Park Designs (Task 3.2)*
- *Conceptual Signage and Wayfinding (Task 3.3)*
- *Estimate of Probable Costs (Task 3.4)*

Task 4 – Strategic Plan and Implementation Framework

- **4.1 – Action Plan**

Kimley-Horn will develop a 10-Year Action Plan that will include strategies for improvements to the parks system, open spaces, blueways, marinas/docks, greenway trails, and recreation/sports facilities. The plan shall include, but not be limited to, the following:

- Documentation of plan goals and objectives
 - Key findings of demographic and needs and priorities assessments
 - An order of magnitude estimate of overall implementation and O&M costs for full Vision.
 - Funding and Phasing Strategies:
 - A prioritized list of capital projects (parks and facilities) based on established goals, performance evaluations, community input and trends for the parks and recreation into a 10-YR+ Capital Improvement Program (CIP) including suggested timelines. Projects must meet the City's criteria for inclusion in the CIP
 - Identification of short-term (1-5 years); mid-term (6-10 years) and long-term (10+ years) recommendations and priorities into five-year increments through 2033+
 - Identification of potential funding alternative tied to project type and funding sources requirements.
 - Identification of future potential expansion opportunities for existing parks and trails
 - Level of Service (LOS) recommendations, including acreage, facilities and access standards and definitions
 - Recommendations for operations, maintenance, and technology
 - Recommendations for programming and special events based upon needs assessment findings
 - Development of policies for public, private, and non-profit partnerships opportunities
 - Identification of park land for possible acquisition of new park sites (target areas), open spaces, sports facility, and civic space to meet future needs for potential acquisition or partnership strategies, guidelines for ideal park sites, and development of criteria for site future site acquisition considerations.
 - Development of an Immediate Action Plan with Priority Next Steps and short-term recommendations.
- **Task 4.2 – Draft Master Plan Document**
- Kimley-Horn will prepare a draft Master Plan document and PowerPoint for review by City staff. The draft document will include an Executive Summary. City staff will provide Kimley-Horn with consolidated written comments which Kimley-Horn will incorporate into a final report document.

Following completion of revisions, the City will post the final Master Plan document to the City website for review and comment by residents for a three (3) week period in lead up to presenting the plan to City Council.

- **Task 4.3 – Master Plan Public Open House**
Kimley-Horn will conduct an Open House for public review of recommendations. The City will be responsible for meeting logistics such as advertisement, meeting facility, invites and presentation screen.
- **Task 4.4 – City Council Presentation**
Kimley-Horn will present the Final Master Plan to City Council for review, discussion, and recommendation for approval/adoption. All interim updates to City Council will be done by City staff.
- **Task 4.5 – Final Report and Website Materials**
Kimley-Horn will provide the final report in PDF format for posting to the City’s website with an executive summary incorporated. Kimley-Horn will provide up to two (2) flash drives with project files to include MXD, InDesign, MS Word, and PDF files of the report, meeting notes, and graphic files.
- **Deliverables:**
 - Action Plan (Task 4.1)
 - *One (1) digital draft report document (Task 4.2)*
 - *One (1) digital Presentation PowerPoint (Task 4.3 and 4.4)*
 - *One (1) digital PDF format Final Master Plan report (Task 4.5)*
 - *Two (2) Flash drives with project files (Task 4.5)*

Services Not Included

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

- Conceptual Master Plans of individual parks, facilities, or trails other than what is included in this SOW
- Illustrative graphic plans or renderings
- Financial advisory
- Meeting room or facilities booking and fees
- Development of mailers, notifications, or postage
- Social media hosting

Additional Services

Any services not specifically identified in the above Scope of Services or changes to this scope requested by the City, will be considered additional services. Any Additional Services requested by the City and approved in writing shall be billed and performed at our then-current hourly rates.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by

the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Available GIS data for park and recreation facilities properties and inventory.
- Approved or draft plans or reports with implications to this project.
- List of current partnerships, prior funding sources (including grants), community special events, current recreation programs and sports leagues (both adult and youth), program levels and schedules.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule following the below as a benchmark. A schedule will be developed at the kickoff.

Month 1	Project Kickoff
Month 2	Guiding Documents, Base Map, Demographic Analysis
Month 3	Demographic Analysis, Park and Facilities Evaluations and Inventories
Month 4	Park and Facilities Evaluations and Inventories, LOS Gap and Comparison Analysis
Month 5	LOS Gap and Comparison Analysis, Stakeholder Interviews, Focus Groups, Pop Up Events
Month 6	Community Meetings, Online Survey
Month 7	Online Survey
Month 8	Needs Assessment Summary
Month 9	Needs Assessment Presentation
Month 10	Visioning and Implementation Workshop
Month 11	Signage and Wayfinding
Month 12	Conceptual Park Design
Month 13	Cost Estimate Development, Action Plan
Month 14	Draft Master Plan, Open House
Month 15	Final Presentation and Materials

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client. All room rentals, advertisements, and similar project fees will be paid directly by the Client.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task Number & Name		Fee	Type
1	Existing Conditions Analysis	\$16,850	Lump Sum
2	Community Needs Assessment	\$21,650	Lump Sum
3	Long-Range Vision	\$24,000	Lump Sum
4	Action Plan and Implementation	\$26,150	Lump Sum
Total		\$88,650	

Lump sum fees and expenses 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

The terms and conditions of the City of Mary Esther "Professional Engineering and Consultant Services Continuing Agreement" contract; shall govern this scope of services.

ACCEPTED:

CITY OF MARY ESTHER

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Project Manager _____

DATE: _____

DATE: 09/17/2024 _____

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 4, 2024

SUBJECT: Facilitator for FY 2025 City Manager Evaluation

BACKGROUND:

On February 1, 2021, the City Council adopted an evaluation process for the City Manager position. Staff reached out to four facilitators for proposals. Two were received, one from Michelle Bono of Bono Communications & Marketing for the amount of \$5,900-7,900, and a second from Dr. Walt Hanline of the National Center for Executive Leadership and School Board Development for the amount of \$3,000. The Council selected Dr. Walt Hanline to facilitate the evaluation and subsequent evaluations for FY 2022, 2023 and 2024.

Dr. Hanline reached out and asked if the City Council would like him to facilitate the FY 2025 evaluation next August for an amount not-to-exceed \$4,400.

DISCUSSION:

The City Council should select a facilitator they are comfortable working with. If desired, staff will solicit additional proposals.

FINANCIAL IMPACT:

The FY 2025 Budget includes \$11,000 for the evaluation of charter officers and training.

RECOMMENDATION:

Motion to select Dr. Walt Hanline and the National Center for Executive Leadership and School Board Development to facilitate the FY 2025 Annual Evaluation of the City Manager for an amount not to exceed \$4,400.

-OR-

Motion to direct the City Manager to solicit proposals for the FY 2025 Annual Evaluation of the City Manager.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 4, 2024

SUBJECT: Personnel Manual, Annual Leave Policy Amendment

BACKGROUND:

Our current annual leave policy allows employees to accumulate up to two hundred forty (240) hours of annual leave, with any excess leave forfeited on the employee's anniversary date. It also requires employees to complete one (1) year of service before annual leave can be taken.

DISCUSSION:

The proposed policy makes the following changes:

- Limits annual leave accumulation to a maximum of two hundred forty (240) hours, or six (6) weeks. Once an employee reaches the maximum, the employee will not accrue additional leave. This is eighty (80) hours, or two (2) weeks more than the maximum annual leave accrual of one hundred (160) hours. The new policy will reduce manual adjustments and encourage employees to take vacation.
- Removes the one (1) year waiting period for taking annual leave. Leave must still be accrued before it can be taken and approved by the department head. This will improve our ability to attract talent, as they will not be "penalized" for leaving their current employer and accepting a position with our organization.
- Removes references to fire department personnel.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the amended annual leave policy as presented.

ATTACHMENT(S):

1. Personnel Manual - Annual Leave Policy

City of Mary Esther 	Annual Leave/ Vacation	Standard Operating Procedure	
		SOP Number	Leave-1
		Effective Date	3/3/08
		Rev. # / Date	10/19/15
		Approved	LO

Page 1 of 2

I. Purpose

To define policy and procedures for annual leave/vacation.

II. Responsibility

It shall be the responsibility of the department heads to schedule leave time for their employees and submit records of such leave to the ~~HR Specialist Clerk~~ Administrative Coordinator. The ~~HR Specialist Clerk~~ Administrative Coordinator shall be responsible for keeping accurate and current records of all annual leave scheduled and taken by City employees. The City Manager will provide oversight for all leave requests.

III. Policy

It is the policy of the City to provide employees personal time off whenever possible. The scheduled time off must not conflict with satisfactory completion of job requirements.

All employees are encouraged to avail themselves of their accrued leave. No employee shall receive pay in lieu of vacation except at termination from employment. It is the responsibility of the employee to schedule and use leave prior to maximum accumulation.

IV. Procedure

- A. All regular full-time employees earn annual leave/vacation ~~at a rate of 40 hours per half year in accordance with the rate schedule below. Leave is accrued bi-weekly, but must complete their first six months of employment and complete their entire probationary period before being eligible to use this earned annual leave/vacation.~~ No part-time, temporary, seasonal or substitute employee shall be eligible for annual leave.

<u>After Full-time Service Completed</u>	<u>Accrual Rate</u>
0 years	80 hours/year
2 years	120 hours/year
4 years	160 hours/year

- B. ~~Full-time City employees will continue to earn annual leave/vacation at a rate of 80 hours per year for the remainder of their first year of full-time employment with the City. After twelve months of continuous employment and completion of the probationary period, employees may use any accrued annual leave/vacation time~~

~~they have earned, as long as it is approved through the normal leave approval process.~~

C. ~~Annual Leave/Vacation leave is accrued as follows:~~

After Full time Service Completed	Accrual Rate
0 years	80 hours/year
2 years	120 hours/year
4 years	160 hours/year

D. ~~Vacation leave is earned for Fire Department employees, as follows:~~

After Full time Service Completed	Accrual Rate*
0 years	96 hrs/year*
2 years	168 hrs/year*
4 years	240 hrs/year*

~~* Approved Union contract leave accrual rates take precedence.~~

B. Annual leave cannot be taken before it is accrued.

C. Annual leave hours may be accumulated throughout employment not to exceed a maximum of 240 hours. ~~on the anniversary date of employment each year, except for firefighters. Firefighters may have up to of 320 hours on each anniversary date maximum accumulation of annual leave. Any leave in excess of maximum accrual will be forfeited on the last day of the anniversary month.~~

D. Annual leave must be scheduled a minimum of three (3) days in advance ~~by using the Leave Request Form. This form should be completed, signed, turned in to the department head, and approved prior to leave being taken.~~ Absences that are of emergency in nature must be called in by the employee to their Department Head one hour before of their scheduled shift and must receive verbal approval from the Department Head prior to leave being taken.

E. Annual leave can be transferred from one employee's account to another with the written approval of the City Manager.

F. Annual leave hours may not be considered as time worked when computing either daily or weekly overtime.

G. In the event of termination of employment of a regular full-time employee, up to 240 of unused annual leave hours will be paid to the employee at regular salary/hourly rate.

AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 4, 2024

SUBJECT: Intercity Bus Service Discussion

BACKGROUND:

Councilmember Coxwell requested an agenda item to discuss intercity bus service.

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):